

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Administrative Office		(2) MEETING DATE February 7, 2006		(3) CONTACT/PHONE Gail Wilcox, Dep. CAO (805) 781-5011	
(4) SUBJECT Request to approve resolutions authorizing the 2006-09 Memorandums of Understanding (MOU) between the County and the Deputy Sheriff's Association (DSA) Law Enforcement and Supervisory Law Enforcement Units.					
(5) SUMMARY OF REQUEST This item transmits the 2006-09 MOUs for Deputy Sheriff's Association Law Enforcement and Supervisory Law Enforcement Units.					
(6) RECOMMENDED ACTION It is recommended that the Board approve resolutions authorizing the 2006-2009 Memorandums of Understanding (MOU) between the County and the Deputy Sheriff's Association Law Enforcement and Supervisory Law Enforcement Units.					
(7) FUNDING SOURCE(S) General Fund, Proposition 172		(8) CURRENT YEAR COST Increased salary/benefit costs of approx. \$900,000		(9) ANNUAL COST FY 06-07 Increased salary/benefit costs of approx. \$1.95 million	
(10) BUDGETED? <input type="checkbox"/> YES <input type="checkbox"/> N/A <input checked="" type="checkbox"/> NO					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): Pension Trust, County Counsel					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5th, <u>All</u>			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(16) EXECUTED DOCUMENTS <input checked="" type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(17) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(18) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

(19) ADMINISTRATIVE OFFICE REVIEW

This item was prepared by the Administrative Office

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(2.7.06)

County of San Luis Obispo

COUNTY GOVERNMENT CENTER, RM. 370 • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5011



DAVID EDGE
COUNTY ADMINISTRATOR

To: Board of Supervisors

From: Gail Wilcox, Deputy County Administrator *Gail Wilcox*

Date: February 7, 2006

Subject: Request to approve resolutions authorizing the 2006-2009 Memorandums of Understanding (MOU) between the County and the Deputy Sheriff's Association Law Enforcement and Supervisory Law Enforcement Units.

Recommendation:

It is recommended that the Board approve resolutions authorizing the 2006-2009 Memorandums of Understanding (MOU) between the County and the Deputy Sheriff's Association Law Enforcement and Supervisory Law Enforcement Units.

Discussion:

The County's contract with the Deputy Sheriff's Association (DSA) expired on December 31, 2003. After more than a year of negotiations, we were unable to reach agreement on a successor agreement. On May 24, 2005, the County unilaterally imposed an across-the-board compensation increase of 13% for all employees in these units. Additional increases were granted for certain classifications represented by the DSA, including dispatchers. Along with the compensation increase, the Board approved pension enhancements that moved all safety employees (i.e. employees whose principal duties consist of active law enforcement) to a 3%@55 formula and miscellaneous (non-safety) employees to a 2%@55 formula. Safety employees who are designated as "sworn" (i.e. officers with the power of arrest and ability to carry firearms) were further offered the option to elect, at the employees' cost, moving to a 3%@50 formula. The cost of the salary and benefit increases approved last May was approximately \$2.7 million.

The May 24, 2005 action to impose compensation increases did not relieve the County of our obligation to meet-and-confer regarding a successor agreement. The County and DSA resumed negotiations in August 2005. The MOUs presented today represent the culmination of those negotiations. Approval of these MOUs will execute a four year contract that includes:

- A prevailing wage increase of 4.39% effective January 1, 2006 as well as an increase of .51% retroactive to January 1, 2005 for all classifications
- An additional salary increase of 5.44% effective January 1, 2006 for Dispatchers
- Annual prevailing wage increases in 2007-2009 based on compensation increases in

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- comparable counties (Santa Barbara, Marin, Napa, Santa Cruz and Monterey)
- Pension formula for sworn employees (currently 135 positions) to be enhanced to 3%@50 effective December 31, 2006, with employees bearing 50% of the cost of that enhancement
- An increase in the number of vacation hours employees may accrue (from 280 to 320)
- An increase in the number of compensatory time off (CTO) hours employees may accrue (from 90 to 120)
- Phasing out of a 3% reduction to the comparable county average compensation. This 3% reduction was agreed to many years ago when Marin was added to the list of counties used for comparison purposes
- Contract “re-openers” that require the County, under certain circumstances, to meet-and-confer about additional pension enhancements for non-sworn personnel. These re-openers do not commit the County to anything other than meeting to discuss the pension enhancement (i.e. they do not change any of the terms of the MOU)
- A bonus “sign on” payment of up to \$3,000 for new hires with demonstrated bilingual proficiency

The recommended contracts meet and exceed the County’s requirements under the voter initiated Prevailing Wage Ordinance, which requires the County to base employee compensation on the “percentage change in compensation at least equal to the percentage change in compensation for the same quality of service rendered to persons, governmental agencies, firms or corporations under similar employment.”

Other Agency Involvement

Pension Trust, County Counsel

Financial Considerations:

The actual financial impact will vary depending on a number of factors, including future years prevailing wage increases, number of employees, overtime utilized and the extent to which employees “max out” on their increased vacation and CTO and receive payment for these leave balances when they separate from County service. The estimated increased salary and benefit costs for the balance of the current year is \$900,000 (except for the .51% salary increase retroactive to January 2005, the compensation increases are effective for only six months of the current fiscal year). Total increased salary and benefit costs over the four year contract period are approximately \$8.7 million.

Typically departments are able to absorb some or all of the current year prevailing wage increases through salary savings or unanticipated revenue. It is unlikely, however, that the Sheriff’s Department budget will be able to absorb an increase of this magnitude. A budget adjustment will be brought to the Board as part of the third quarter financial report to appropriate money from General Fund contingencies to pay for these salary and benefit increases.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
THE SAN LUIS OBISPO COUNTY DEPUTY SHERIFFS' ASSOCIATION
LAW ENFORCEMENT UNIT
2006-2009**

1. INTRODUCTION

1.1 Designation of the Parties

1.1.1 This Agreement is entered into as of February 7, 2006, by and between the County of San Luis Obispo (hereinafter "County"), and the San Luis Obispo County Deputy Sheriffs' Association (hereinafter referred to as "the Association" or "DSA").

1.1.2 For purposes of administering the terms and provisions of this agreement:

The Management's principal authorized agent shall be the County's Administrative Officer, or his/her duly authorized representative [address: County Government Center, Room D430, San Luis Obispo, CA 93408; Telephone: (805) 781-5011], except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

The Association's principal authorized agent shall be the DSA's President or his/her duly authorized representative (address: P.O. Box 5443, San Luis Obispo, CA 93406).

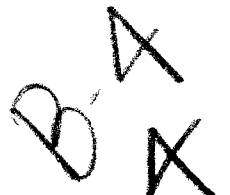
1.2 Recognition

1.2.1 Pursuant to section 3500 et seq. of the Government Code of the State of California, the County of San Luis Obispo has previously recognized the San Luis Obispo County Deputy Sheriffs' Association as the exclusive representative of the employees in the Law Enforcement Unit.

1.2.2 The term "employee" or "employees" as used herein shall refer to those persons in the Law Enforcement Unit occupying positions not otherwise designated as confidential, which are allocated as permanent full-time, or permanent part-time working 12 months per year, normally working 40 hours or more per pay period. Not included within the term "employee" are all other persons in part-time positions, temporary or extra help or persons on contract with the County.

2. TERM

The County and the Association agree that the term of this Agreement commences on January 1, 2006, and expires and is otherwise fully terminated on December 31, 2009.



3. RENEWAL

The County and the Association agree that meeting and conferring over the renewal or continuation of this Agreement shall be initiated at the request of either party between July 15th and August 15th of the last year of this agreement. The parties also agree that every effort will be made to reach an agreement prior to the expiration of this Agreement.

4. COUNTY RIGHTS AND RESPONSIBILITIES

The County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the County and not abridged herein include, but are not limited to, the following:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue the work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting, or limit, amend, decrease, revoke or otherwise modify the employees' rights under the County Civil Service Ordinance.

The County agrees to consult with the DSA upon request in regard to any proposed subcontracting of dispatcher services which would result in the elimination of unit members' jobs.

5. WORK SCHEDULES AND WORK LOCATION

5.1 Work Schedules - Non-Dispatchers

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work schedules shall not be changed without three (3) working days prior notice. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week. Nothing herein shall be construed to modify whatsoever a workday or workweek as defined by the County.

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5.1.1. Agreement to Amend County Code

The parties agree that an amendment to County Code Section 2.44.110, Establishment of Workday and Workweek, will be added to read as follows:

Unless otherwise provided by a memorandum of understanding approved by the Board of Supervisors, or for non-represented employees by a resolution of the Board of Supervisors:

5.1.1.1 Eight hours shall constitute a workday for all full-time employees.

5.1.1.2 Forty hours shall constitute a workweek for all full-time employees.

5.1.1.3 Nothing contained in this chapter shall be construed to prevent the board of supervisors or department heads from so arranging individual employee's workdays or workweeks so as to provide for the proper function of departments at such hours and times as may be deemed necessary; provided, that the provisions of subsections 5.1.1.1 and 5.1.1.2 of this section and Sections 2.44.030 and 2.48.050 are fully complied with, except as provided in subsections 5.1.1.4, 5.1.1.5 and 5.1.1.6 below.

5.1.1.4 Subsections 5.1.1.1 and 5.1.1.2 of this section shall not apply to employees who have been designated as salary basis employees within the meaning of the Fair Labor Standards Act to the extent that such employees are not subject to defined working hours.

5.1.1.5 Subsections 5.1.1.1 and 5.1.1.2 of this section shall not apply to employees who are fire personnel or to employees on approved flexible workweeks.

5.1.1.6 Those county employees in employee organizations with executed MOU's authorizing flexible workweeks, may request their department head to schedule them to work a flexible workweek. Such a request, and any department head approval, shall be made on such forms as may be provided by the county; and if approved, shall be forwarded to the personnel department and auditor's office. A flexible workweek shall be defined as any workweek other than as provided in subsections 5.1.1.1 and 5.1.1.2 of this section.

Nothing contained in this section shall be construed as granting a right to a flexible workweek. Department heads shall retain the discretionary authority to arrange an individual employee's workday and workweek, as authorized by this code, and to approve requests for flexible workweeks, as well as to terminate a flexible workweek schedule. Department heads shall also have the authority to schedule an employee to work a flexible workweek; provided, that any advance notice required by an MOU is first given.

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5.1.2. 12 Hour Shift Plan

The parties agree that the County, by exercising a modified 29 United States Code Section 207(k) exemption ["FLSA 7(k) exemption"] for certain Sheriff's Department Custody Division classifications, may alter the work period to fourteen (14) days with a premium overtime threshold (time and one-half) of eighty (80) hours for unit positions in Custody Division classifications working a twelve (12) hour shift plan. All hours worked by an employee or paid to an employee in lieu of hours worked as defined in County Code Section 2.48.050(g), prior to exceeding the applicable threshold shall be at straight time regardless of whether such time is regular or overtime worked.

5.1.3. Sheriff May Assign, Reassign or Withdraw

For the purpose of carrying out this Agreement, the Sheriff has the unilateral right to assign or reassign an employee to or from a Custody Division position at any time without meeting, conferring, consulting or prior notification to the DSA. It is the intent of the parties that such an assignment or withdrawal resulting in a change of work shift shall not, in and of itself, be construed as a punitive personnel action ("punitive action") under the Public Safety Officers Procedural Bill of Rights Act (Gov. Code, § 3300 et seq.).

5.1.4. Implementation and Termination of 12-Plan

The initial period of the 12-Plan shall be for twelve (12) months with a review of the 12-Plan commencing September 2001 or as soon as the twelve-month period expires. The review shall be completed within sixty (60) days under the direction of the Sheriff and in conjunction with the DSA. Following review, the 12-Plan shall continue with additional reviews conducted in July of each year unless the program is terminated by either the County or the DSA. In the event either party terminates the 12-Plan agreement for all or part of Custody divisions, the forty (40) hour weekly overtime threshold shall be restored for those employees who are no longer assigned to a 12-Plan schedule simultaneously with the reassignment date.

5.1.5. DSA's Reservation of Right to Terminate Waiver of 40 Hour Threshold

The DSA declares that it has entered into this Agreement based on an agreement with the Sheriff's Department on the twelve (12) hour shift plan administration. However, the DSA reserves the right to terminate the waiver of the forty (40) hour threshold for overtime for any reason following any annual review, upon thirty (30) days written notice provided to the County's Personnel Director and Auditor-Controller. Such termination notice shall be submitted within thirty (30) days of the completion of the annual review.

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5.1.6. No Change in Definition of "Base Salary"

The parties further agree that the terms and conditions of this Agreement shall not be construed in any way so as to redefine the definition of "base salary". The definition of "base salary" for retirement or for any other compensation purposes shall continue to be based on two thousand eighty (2080) hours worked annually or one hundred seventy-three and one-third (173 1/3) hours worked monthly.

5.2 Work Schedules and Work Location - Dispatchers

5.2.1 Work Schedules - Dispatchers

The parties agree to continue the following work schedule policies:

5.2.1.1. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employee's work schedules shall not be changed without two (2) days prior notice. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week. Nothing herein shall be construed to modify whatsoever a work day or work week as defined by the County.

5.2.1.2. The parties agree to continue appropriate County ordinances to provide the proper accrual rates, compensation practices, and paid time usage for flexible workweek options.

5.2.2 Work Location - Dispatchers

The parties agree to continue the following work location policy:

5.2.2.1 Except in cases of emergencies, employees will not be reassigned from their designated normal work location without prior notice. If the reassignment is intended as a permanent change, management shall give the employee at least one week's advance notice. If the reassignment is intended as temporary, management shall give the employee at least two (2) working days' notice. The designated normal work location is the place at which the employee spends the largest part of her/his regular workdays or working time or the place to which she/he returns upon completion of special assignments. Said notice provision may be waived by written agreement of the employee.

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5.2.2.2 The parties agree that employees on temporary assignment to another location will:

5.2.2.2.1. Receive mileage reimbursement for miles traveled from home to the temporary work site or from the permanent work site, whichever is less.

5.2.2.2.2. Receive an estimate of the length of the temporary assignment.

6. SALARIES

6.1 The parties agree that as of the payperiod which includes January 1, 2005, the employees in the classifications listed below shall receive a salary range increase of approximately fifty-one one hundredths percent (0.51%) and that their salary ranges should be as follows:

<u>Class</u>	<u>Title</u>	<u>Range</u>	<u>\$ Per Month</u>
00338	Deputy Sheriff	2781	\$4,820-5,859
00339	Sheriff's Cadet	2444	\$4,236-5,148
00340	Sheriff's Sr. Deputy	3059	\$5,302-6,446
00342	Dispatcher	2165	\$3,753-4,560
00343	Sr. Dispatcher	2376	\$4,118-5,008
00345	Sheriff's Sr. Corr. Off.	2698	\$4,677-5,685
00347	Sheriff's Corr. Off.	2444	\$4,236-5,148
00348	Sheriff's Property Officer	2444	\$4,236-5,148
00350	Crime Prevention Spec	2444	\$4,236-5,148
02594	Sheriff's Forensic Specialist	2753	\$4,772-5,801

6.2 The parties agree that as of January 1, 2006, the employees in the classifications listed below shall receive a salary range increase of approximately four and thirty-nine one hundredths percent (4.39%) and that their salary ranges should be as follows:

<u>Class</u>	<u>Title</u>	<u>Range</u>	<u>\$ Per Month</u>
00338	Deputy Sheriff	2903	\$5,032-6,115
00339	Sheriff's Cadet	2551	\$4,422-5,377
00340	Sheriff's Sr. Deputy	3193	\$5,535-6,729
00345	Sheriff's Sr. Corr. Off.	2816	\$4,881-5,933
00347	Sheriff's Corr. Off.	2551	\$4,422-5,377
00348	Sheriff's Property Officer	2551	\$4,422-5,377
00350	Crime Prevention Spec	2551	\$4,422-5,377
02594	Sheriff's Forensic Specialist	2874	\$4,982-6,055

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6.2.1 The parties agree that as of the pay period which includes January 1, 2006, the employees in the classification listed below shall receive a salary range increase of approximately four and thirty-nine one hundredths percent (4.39%) plus an inequity increase of five and forty-four one hundredths percent (5.44%) and that their salary range should be as follows:

<u>Class</u>	<u>Title</u>	<u>Range</u>	<u>\$ Per Month</u>
00342	Dispatcher	2383	\$4,131-5,020
00343	Sr. Dispatcher	2615	\$4,533-5,509

6.3 The parties agree that the compensation increases provided for in this Article for the pay period which includes January 1, 2006 will be distributed to salary only in the manner illustrated for example in Appendix "A." The parties agree that the compensation adjustments provided for herein satisfy the requirements of San Luis Obispo County Code section 2.48.180 (Prevailing Wage) and represents the required Prevailing Wage determinations for the term of this Memorandum of Understanding. Compensation for years 2006, 2007, 2008 and 2009 shall be effective the pay period that includes January 1st of each year, and shall be set by the following formula:

6.3.1 The counties of Santa Barbara, Monterey, Santa Cruz, Marin, and Napa shall be used in the formula ("the comparable counties").

6.3.2 As of December 1st preceding the compensation adjustment date provided in 6.3 above, benchmark data from each county shall be surveyed. The benchmark class shall be Deputy Sheriff.

6.3.3 The benchmark guidelines are as follows:

6.3.3.1 The Survey shall be taken at top step of the salary range. The following subjects shall be considered "change items" and shall be surveyed:

- Salary
- Employer "pick-up" of retirement
- Employer "pick-up" of social security
- Employer insurance contributions
- Uniform allowance
- Education incentive

6.3.3.2 The following subjects shall be excluded:

- Paid leave
- Employer cost of social security
- Employer cost of retirement
- Employer cost of unemployment insurance
- Employer cost of workers compensation

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6.3.4 The calculations based on survey shall be as follows:

6.3.4.1 Use top step of the salary range of the benchmark for the base.

6.3.4.2 Convert the benchmark salary and other benefit "change items," as shown in 6.3.3.1 above, to dollars using top step of the benchmark salary range base.

6.3.4.3 Determine the sum of "change item" dollar amounts for each comparable county.

6.3.4.4 Determine the average of the "change items" by calculating the sum of the results of each comparable county total listed in 6.3.4.3 and dividing the sum by the number of comparable counties (i.e., five).

6.3.4.5 Deduct three percent (3%) from the average listed in 6.3.4.4 to determine the adjusted average. The DSA has agreed to this three percent (3%) differential because of the inclusion of Marin and Napa counties as reflected in 6.3.1.

6.3.4.5.1 Effective for the Prevailing Wage adjustment for 2008, parties agree to reduce the amount found in 6.3.4.5 to one and one-half percent (1.5%).

6.3.4.5.2 Effective for the Prevailing Wage adjustment for 2009, the parties agree to abolish the remaining one and one-half percent differential thereby establishing the redefined prevailing wage formula as set forth herein.

6.3.4.6 Calculate, in dollars, the difference between the adjusted average listed in 6.3.4.5 (3% offset in 2006 and 2007, 1.5% offset in 2008) or average as listed in 6.3.4.2 and the change item total of the San Luis Obispo County benchmark classification of Deputy Sheriff at top step as of December 1st.

6.3.4.7 Convert the dollar difference listed in 6.3.4.6 to a percentage difference between the adjusted average (or average in 2009) and the San Luis Obispo County benchmark classification as of December 1st.

6.3.4.8 The percentage resulting from the calculation in 6.3.4.7 above shall be applied to the "change items" for San Luis Obispo County as in 6.3.3.1. The distribution shall be based on and applied to the benchmark class of Deputy Sheriff. The distribution, percent change applied to salary and retirement and the changes applied to the fixed "change items" (medical, uniform, and career incentive), where applicable, shall be applied to all employees in the unit of representation.

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6.3.4.9 The distribution of the change in compensation shall be applied to salary (and retirement as adjusted by salary) unless the parties agree through negotiation to a different distribution between "change items" prior to December 15th of each year, unless thereafter otherwise agreed by the parties. If agreement is reached, the affected articles of this agreement shall be amended in accordance with the Article entitled, "Full Understanding, Modification, and Waiver," below. If impasse is reached, the County's impasse policy will be used for resolution.

6.3.4.10 Compensation adjustments as provided for in this section shall be paid to all unit employees at the same percentage rate as that utilized to bring the benchmark classification within the acceptable three percent (3%) range for 2006 and 2007, the one and one-half percent (1.5%) range for 2008 or the average of the comparable counties as determined in 6.3.4.4 for 2009. Appendix "A" through "C" are examples of the manner of salary and "change item" distribution.

7. CAREER SERIES - CORRECTIONS

County agrees with the concept of a career series for Correctional Officers. With the expansion of the County jail, County reviewed staffing and classifications that are used in the jail. Parties agree that County has created and will continue to monitor a supervising correctional officer classification. For historical purposes it is noted that upon creation of the classification of Sheriff's Correctional Supervisor, its salary range was approximately 13.4% above the classification of Senior Correctional Officer. Parties agree that with the establishment of this classification, the classification of Senior Sheriff's Correctional Officer has been and will continue to be removed from the Supervisory Law Enforcement Unit and added to the Law Enforcement Unit of representation.

8. RETIREMENT CONTRIBUTIONS

8.1 The County agrees to continue to "pick-up" a portion of the safety employee's contribution to the County's Pension Trust Plan by a plan whereby the County will pay seven percent (7%) of the base salary.

8.2 The County agrees to continue to "pick-up" a portion of the non-safety employee's contribution to the County's Pension Trust Plan by a plan whereby the County will pay four and two-tenths percent (4.2%) of the base salary.

8.3 These amounts paid by the County are for a portion of the unit member's contributions and are paid by the County to partially satisfy the employee's obligation to contribute to the County Pension Trust.

8.4 It is understood and agreed that the principal motivation of the parties in providing for the County's partial "pick-up" of employee retirement contributions as provided in 8.1 and 8.2 above is to accommodate the desire of the Association to achieve its expectations for more favorable tax consequences under the approach contained in this Agreement than would be available to its

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members under the simpler method of deducting employee contributions for these benefits from the taxable wages or salaries of unit members.

8.5 Unit members shall have no option to receive the contributed amounts directly instead of having them paid by the County to the Pension Trust on behalf of the unit members.

8.6 The parties agree that the County's "pick-up" of employees' Pension Trust contributions is based on County of San Luis Obispo Employees' Retirement Plan section 5.03 and the tax treatment permitted by California and Federal law including state statutes and regulations and federal statutes, regulations, and revenue rulings. It is understood that these laws may be altered by the law making bodies and agencies and such a contingency is beyond the control of the parties.

8.7 Association shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability, including, but not limited to, liability for back taxes, and all claims of any type by the Internal Revenue Service, the California Franchise Tax Board, unit members, or their heirs, successors, or assigns arising out of this Agreement to partially pay the employees' contribution to the County Pension Trust.

8.8 Parties agree that effective the pay period that included January 1, 1999, unit members agreed to an increase in the employee's contribution rate to the Pension Trust of one-half percent (.5%) as more particularly set forth in Resolution 98-12, said rate increase to be reflected in amendments to Appendix A and Appendix B of the San Luis Obispo County Employees Retirement Plan.

9. PREVAILING WAGE ORDINANCE

9.1 The parties have reviewed all available compensation information and data, and agree that the compensation set forth herein, and the compensation formula as found in Article 6, comply with the requirements of County Code Section 2.48.180 as amended.

9.2 The parties agree that the negotiated prevailing wage increases and benefits provided for in this Agreement were negotiated for the benefit of those persons who remain in County employment on or after the execution date of this Memorandum of Understanding and were not intended to apply to former employees who have left County employment.

9.3 The Association has fully and actively supported the modifications of the PREVAILING WAGE ORDINANCE as adopted by the electorate as Measure D at the November 6, 1984 General Election.

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10. RETIREMENT

10.1 The San Luis Obispo County Employees Retirement Plan will continue to provide for reciprocal benefit treatment with P.E.R.S., P.E.R.S. contract agencies, and County "37 Act" Retirement Systems, provided, however, that any Plan amendments which may be necessary to maintain that status shall require approval of both parties.

10.2 Effective July 3, 2005, a pension enhancement of 3% @ 55, with a 90% benefit cap was established for safety members of this unit. At the time of implementation the County contributed an additional 2% on the employer rate toward the cost of this pension enhancement. The remaining costs were borne by unit members through increases to the employee rate.

10.2.1 Safety members of the DSA units elected to fund Single Highest Year through an increase in the employee rate.

10.3 Effective July 3, 2005 a pension enhancement of 2% @ 55, with a 80% benefit cap was established for non-safety members of this unit. At the time of implementation the County contributed an additional 2% on the employer rate toward the cost of this pension enhancement. The remaining costs were borne by unit members through increases to the employee rate.

10.3.1 Non-safety members of the DSA units elected to fund Single Highest Year through an increase in the employee rate.

10.4 A pension enhancement of 3% @ 50, Single Highest Year, with a 90% benefit cap, effective December 31, 2006, was selected by the DSA for all of the sworn Law Enforcement and sworn Supervisory Law Enforcement unit employees.

10.4.1 Parties have agreed to a 50/50 sharing of the costs of this enhancement through increases in employer and employee rates. The employee rate is factored to take into consideration the portability of employee contributions.

10.4.2 Parties have agreed to a 50/50 sharing of the costs of Unfunded Accrued Actuarial Liability (UAAL) through increases in employer and employee rates. The employee rate is factored to take into consideration the portability of employee contributions.

10.5 Parties agree that due to the actuarial impact of sworn unit members going to 3% @ 50 on December 31, 2006, County agrees to a one time employer rate increase of up to an additional 3.72% effective December 31, 2006, for safety unit members who remain at 3% @ 55.

10.6 Retirement offset for Social Security disability was eliminated for any person employed by the County on or after May 24, 2005.

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10.7 County agrees to defer application of Resolution 2005-437 which amended sections of the San Luis Obispo County Pension Trust plan to implement a 3% @ 50 retirement enhancement for sworn members of the DSA previously set for implementation on March 1, 2006. Parties have agreed that a new resolution will be introduced that will reflect agreed upon cost sharing and a new implementation date of December 31, 2006.

10.8 Deferred Retirement Option Plan (DROP)

Parties agree that all applicable County ordinances and Pension Trust By-laws will be amended to allow the negotiated participation of DSA represented units as soon as administratively possible, into the Pension Trust Deferred Retirement Option Plan (DROP) for members of the Pension Trust. Guidelines for the DROP plan have already been established and will be modified by the County to allow for participation by members of DSA represented units. The DROP plan would provide employees who are eligible for retirement to continue to work for the County after entering into Deferred Retirement status during which the employee's retirement allowance will be paid into a DROP plan account. An employee enrolled into the DROP plan retains all rights, privileges and benefits of being an active County employee, except as specifically modified in a DROP Plan Document. The employee enrolled in the DROP plan continues to be eligible for the active employee Cafeteria 125 Plan benefits and is not eligible for retiree health benefits. Under the DROP plan, the employee's individual monthly service retirement allowance, along with agreed upon employee contributions and other supplemental benefits and adjustments will be deposited into an account maintained for the employee under the provisions of the DROP plan. The employee's Pension Trust Service Retirement Allowance shall be calculated on the date that the employee enters the DROP plan and is not recalculated at the time the employee actually terminates permanent employment with the County.

Upon entering the DROP plan, the employee's and the employer's contributions to the Pension Trust cease being paid to the Pension Trust. Upon entering the DROP plan, the employee shall be permitted to contribute to the employee's DROP plan account an amount up to and equivalent to that which would be considered the employee's normal Pension Trust contribution. Employee contributions to the DROP plan shall be made on a pre-tax basis, pursuant to all applicable laws. These monies are deposited into the DROP plan account and are distributed to the DROP plan participant upon termination of permanent employment with the County or the expiration of the DROP plan period, whichever occurs first. A member may enroll in the DROP plan for a period not to exceed 5 years.

DSA shall defend, indemnify and save harmless the County of San Luis Obispo and the Pension Trust, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability, including, but not limited to, liability for back taxes, and all claims of any type by the Internal Revenue Service, the California Franchise Tax Board, unit members, or their heirs, successors, or assigns, arising out of this Agreement to implement the Deferred Retirement Option Plan (DROP).

10.9 Parties agree to amend the San Luis Obispo County Pension Trust Plan to allow for the purchase of Military Service Credit. Such purchase shall be allowed at employee expense and at zero County cost.

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11. HEALTH COVERAGE AND OTHER BENEFITS

11.1 The County reserves the right to change health care and dental providers during the course of this Agreement.

11.2 PERS Health Insurance

11.2.1 The County shall contribute up to \$64.60 per month per permanent employee for payment to the PERS health insurance program.

11.2.1.1 Effective January 1, 2007, the County shall contribute up to \$80.80 per month per permanent employee for payment to the PERS health insurance program.

11.2.1.2 Effective January 1, 2008, the County shall contribute up to \$97.00 per month per permanent employee for payment to the PERS health insurance program.

11.2.1.3 Effective January 2009, the County shall contribute up to the amount established by PERS per month per permanent employee for payment to the PERS health insurance program.

11.2.2 The first \$64.60 per month of payment by the County to cafeteria plans, per Article 11.2.1 shall be designated and limited to payment for PERS health insurance.

11.2.2.1 Effective January 1, 2007, the first \$80.80 per month of payment by the County to cafeteria plans, per Article 11.2.1.1 shall be designated and limited to payment for PERS health insurance.

11.2.2.2 Effective January 1, 2008, the first \$97.00 per month of payment by the County to cafeteria plans, per Article 11.2.1.2 shall be designated and limited to payment for PERS health insurance.

11.2.2.3 Effective January 1, 2009, the amount established by PERS as the employer contribution per month of payment by the County to cafeteria plans, per Article 11.2.1.3 shall be designated and limited to payment for PERS health insurance.

11.2.3 For employees who opt not to participate in PERS health insurance, following submission of proof of alternative health insurance coverage, the County shall reduce the cafeteria plan payment by the \$64.40 per month PERS health insurance payment and have their cafeteria amount reduced by that amount.

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11.2.3.1 On January 1, 2007, the amount identified in 11.2.3 shall increase to \$80.80.

11.2.3.2 On January 1, 2008, the amount identified in 11.2.3 shall increase to \$97.00.

11.2.3.3 On January 1, 2009, the amount identified in 11.2.3 shall be the amount established by PERS as the amount contributed by the County towards PERS health insurance.

11.2.4 The parties agree that the current cafeteria plan requires that County benefit contributions be spent in the following order; employee and/or dependent vision, if any, employee and/or dependent dental, if any, employee-only medical insurance (except as otherwise noted in 11.2.3, 11.2.3.1, 11.2.3.2, or 11.2.3.3)), and dependent medical, if any; and taxable cash out of the remaining balance, if any. The County's obligation to make these contributions shall not exceed the total cafeteria plan contributions in 11.3.

11.3 The County will continue to contribute up to a maximum of three hundred and twenty-five dollars (\$325.00) per month per non-dispatcher employee and three hundred fifty nine dollars and fifty cents (\$359.50) per month per dispatcher employee toward the current cafeteria plan except as otherwise noted in 11.2.3, 11.2.3.1, 11.2.3.2, and 11.2.3.3.

The parties agree that they have both approved the entry into a "Cafeteria Benefit Plan" as allowed under section 125 of the Internal Revenue Code.

11.4 New part-time employees hired after the date of implementation of this agreement shall receive pro-rated cafeteria plan contributions based on hours worked and paid leave. Pro-ration will be applied to the amount remaining after subtracting the mandatory PERS Health Insurance Payment indicated in Section 11.2.1, 11.2.1.1, 11.2.1.2, or 11.2.1.3 above, from the full cafeteria benefit indicated in Section 11.3 above.

11.5 The Health Care Plan Committee, started in 1983, shall continue to operate. One of the Association's unit members will participate in a Management-chaired Health Care Plan Committee, and shall have complete authority to act on behalf of the Association on Health Care Plan Committee business. This individual will be allowed release time for Health Care Plan Committee meetings as deemed necessary by the Chairman. It shall be the responsibility of said member, Association and said Committee to:

11.5.1 Meet as often as is reasonably necessary.

11.5.2 Monitor health care plans.

11.5.3 Make cost containment recommendations.

11.5.4 Make future recommendations concerning rates.

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11.6 DSA agrees to undertake aggressive membership education program regarding health insurance cost containment commencing immediately after reaching agreement.

12. EMPLOYEE PHYSICAL EXAMINATION

The County agrees to continue an annual physical examination program for those law enforcement employees who are over 35 years of age and members of safety retirement.

13. PRE-EMPLOYMENT SCREENING

13.1 The County agrees to continue to work to improve the pre-employment medical exam used to screen applicants for Deputy Sheriff and Correctional Officer positions.

13.2 The County agrees to review and revise the physical agility exam for Deputy Sheriff and Correctional Officer positions.

14. DIFFERENTIAL FOR BILINGUAL EMPLOYEES

14.1 The parties agree that an employee designated by their department head to perform bilingual duties shall receive a monthly stipend to compensate for the additional skill demands placed upon them.

14.2 The County agrees to provide that the stipend shall be either \$47.50/mo for less than full-time use, or \$95.00/mo for intense use that is required for successful performance of their duties.

14.2.1 The \$47.50 rate shall be paid to County employees who use bilingual skills on a frequent but intermittent basis. This skill is secondary to the normal job function.

14.2.2 The \$95.00 rate shall be paid to a County employee who uses bilingual skills every work day as a regular and routine part of the job. The use of bilingual skills is a primary element of this employee's job.

14.3 In either case, the County must determine that bilingual skills are essential for the successful performance of that job. All current administrative rules shall continue to apply. Discretion for this differential remains with the department head.

14.4 Notwithstanding Government Code section 3300 et seq., the removal of any person from this assignment may be made without hearing, and shall not be considered a punitive act, as discretion for this assignment remains with the Sheriff.

14.5 Parties agree that County may pay a \$3,000 bilingual hiring bonus for new hires with demonstrated verbal and written proficiency; \$1,500 paid upon hiring and \$1,500 paid upon passing probation.

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15. DISABILITY BENEFITS

15.1 Special Disability Benefit - Safety Employees

The parties agree to continue the injury-on-duty leave of absence without loss of salary program for safety employees, in Section 2.44.065 of the County Code.

15.2 State Disability Insurance (SDI) - Dispatchers

The parties agree that due to the Dispatcher Unit consolidation resulting from the DSA's Petition to Consolidate Units which was granted on November 26, 1996, as evidenced by Resolution No. 96-452 of the Board of Supervisors, dispatcher classes are no longer eligible for State Disability Insurance (SDI).

16. OVERTIME

16.1 Overtime - Non-Dispatchers

County Code Section 2.44.030(f) and County Code Section 2.44.030(h)(1) shall provide a total maximum accumulation of up to one hundred and twenty (120) hours of compensatory time off for all non-dispatcher classifications.

16.2 Overtime - Dispatchers

16.2.1 Overtime shall continue to be compensated as provided in the County Code and herein. As a result of the 1984 negotiations, the parties agree that such Code shall be modified at Section 2.44.030(e) to allow the County department head the sole discretion to determine whether overtime shall be paid or compensating time off accrued.

16.2.2 The parties agree to continue the compensatory time accumulation limit to provide that compensatory time off may be accumulated to a maximum of one hundred twenty (120) hours earned for eighty (80) hours worked.

When an employee has accumulated the maximum allowable compensatory time, any overtime worked thereafter will be paid at the rate of time and one-half. Compensatory time will not be lost if not used in the year it was earned. At the time of separation from County service, unused compensatory time off shall be paid off at the straight-time rate.

Management will not unreasonably deny proper employee requests for use of compensatory time off.

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16.2.3 Parties agree to continue the application of County Code Section 2.44.030, Regular Overtime, specifically the 40 hour threshold for the payment of overtime. Parties agree, that in order to specify the cost application of overtime, employees will be allowed to code overtime on a daily basis. County retains the right to modify time cards if employee does not meet the 40 hour threshold with paid work or paid leave time. This interpretation is by mutual agreement and is terminated at the end of this contract unless continued by agreement of both parties.

17. SPECIAL PAY PRACTICES

17.1 Court On-Call

"Court On-Call" means that period of time during which an employee who enjoys safety employee retirement benefits is required and authorized by a Management employee to be available by telephone or other means approved by Management during off-duty hours for call back to duty for a court appearance. Such employees placed on Court On-Call status shall be paid one and one-half (1.5) hours of pay or compensatory time off for any period of Court On-Call required from 8 A.M. until 12:30 P.M. and one and one-half (1.5) hours of pay or compensatory time off shall be paid for any period of Court On-Call required from 12:30 P.M. until 5:30 P.M., notwithstanding the actual time the employee is on-call during each period.

17.2 Court Call-Back

Employees, as defined in (17.1) above, required to report to court outside of their regular work schedule who do report to court shall be paid a minimum of one and one-half (1.5) hours pay or compensatory time off at the employee's option, or shall be paid for all time worked at the appropriate rate, whichever is higher, for any period of time actually spent in court from 8 A.M. to 12:30 P.M. or for any period of time actually spent in court from 12:30 P.M. to 5:30 P.M.

17.3 Stand-By

17.3.1 The parties agree to continue the Standby Duty provisions contained in County Code Section 2.48.170(a)(3), Pay Differentials, Standby Duty.

"Standby duty" is defined as that circumstance which requires a employee so assigned to:

17.3.1.1 Be ready to respond in a reasonable time to calls for her/his service,

17.3.1.2 Be readily available at all hours by telephone, or other communication devices, and

17.3.1.3 Refrain from activities which might impair her/his assigned duties upon call.

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17.3.2 Standby duty shall be assigned in writing and shall be compensated at the rate of \$2.00 per hour.

17.3.3 An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a call-back minimum.

17.4 Non-Safety Officer Shift Differential

Non-Safety employees will be paid the appropriate shift differential for each individual hour worked during the eligible time periods specified below.

Evening differential hours are from 6:00 P.M. to 11:00 P.M. and are paid an hourly shift differential for each hour worked in the amount of five percent (5%) or the employee's hourly base rate of pay computed to the closest unit factor.

Night differential hours are from 11:00 P.M. to 7:00 A.M. and are paid an hourly shift differential for each hour worked in the amount of ten percent (10%) of the employee's hourly base rate of pay computed to the closest unit factor.

17.5 Special Enforcement Detail (S.E.D.) TEAM

The parties agree to continue the practice agreed upon in the 1980-81 Memorandum of Understanding with the Association, wherein members of the S.E.D. team shall receive a monthly stipend to compensate for the unusual time and other demands placed upon them. That stipend shall be \$50.00/month for officers assigned on a month-to-month basis. Notwithstanding Government Code section 3300 et seq., the removal of any person from this assignment may be made without hearing, and shall not be considered a punitive act, as discretion for this assignment remains with the Sheriff.

On September 14, 1994, the parties agreed to increase by five (5) the number of officers eligible to receive the stipend from the original twelve (12) that were established in the 1980-81 Memorandum of Understanding to a new level of up to seventeen (17).

17.6 Bomb Handling

Parties agree that officers designated by the Sheriff to perform bomb handling duties shall receive a monthly stipend to compensate for the unusual time and other demands placed upon him/her. That stipend shall be one hundred dollars (\$100)/month for officers assigned on a month-to-month basis. Notwithstanding Government Code section 3300 et seq., the removal of any person from this assignment may be made without hearing, and shall not be considered a punitive act, as discretion for this assignment remains with the Sheriff.

17.7 Witness Pay - Dispatchers

The parties agree that time spent serving as a witness within the line of duty, or in a case related to a dispatcher's job, will be considered leave with pay.

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Whenever any full time permanent dispatcher is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels his/her presence as a witness, unless he/she is a party or an expert witness, he/she shall be allowed the time necessary to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits any witness fees, except mileage, with the County Treasurer.

17.8 Jury Duty - Dispatchers

County agrees to continue to interpret County Code Section 2.44.080, Leave Of Absence With Pay For Jury Duty, as follows:

Time spent on jury duty will be considered as time worked for the day and the actual hours utilized will reduce the scheduled workday accordingly.

Employees will be granted jury duty time whether or not the hours of jury duty fall within his/her regular shift.

It is not the intent of either party to change County Code Section 2.44.080, Leave Of Absence With Pay For Jury Duty. The intent of this Article is to clarify application.

17.9 Call Back/Call In

The County shall provide for the following:

Those employees who are called back by management after a work shift ends, and actually report for duty, shall be paid or earn compensating time off at the rate of time and one-half with a minimum of two hours paid time for each occurrence. This section does not apply to the extension of a work shift when an employee is given notice of the extension within a reasonable time before the regular shift ends.

If a employee, who was called back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous two hour minimum.

17.10 Consultation Standby - Dispatchers

Consultation standby shall be used to compensate those dispatchers who are frequently called at home after scheduled work hours by members of the public and other employees of the department, but are not actually required to return to work more than four (4) times per quarter. If a dispatcher is required to return more than four times in a quarter, then beginning the next quarter, the employee shall be placed on standby as found in Article 17.11.

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Consultation standby shall be assigned by management in writing and shall be compensated at the rate of twenty-five dollars (\$25.00) per month or \$1.15 for each day of consultation standby.

Employees entitled to consultation standby shall not be eligible to receive regular standby pay during the same period of time.

17.11 Dive Team

The parties agree that members of the Dive Team shall receive a monthly stipend to compensate for the unusual time and other demands placed upon them. That stipend shall be \$50.00/month for officers assigned on a month-to-month basis. Notwithstanding Government Code section 3300 et seq., the removal of any person from this assignment may be made without hearing, and shall not be considered a punitive act, as discretion for this assignment remains with the Sheriff.

Parties agree that a combination of up to ten (10) Deputies and Sergeants are eligible to receive the stipend.

18. UNIFORM PROVISIONS

18.1 Uniform Allowance - Non-Dispatchers

18.1.1 The parties agree to uniform allowance for uniform maintenance of forty-five dollars (\$45.00) per month only for the following classes of employees when they are requested to maintain a Department designated uniform:

1. Deputy Sheriff
2. Senior Deputy
3. Sheriff's Correctional Officer
4. Sheriff's Cadet
5. Sheriff's Property Officer
6. Sheriff's Senior Correctional Officer
7. Crime Prevention Officer

18.1.2 For all employees hired after January 1, 1988, County agrees to make a one time payment of five hundred dollars (\$500.00) for uniform purchases for the following classes of employees:

1. Deputy Sheriff
2. Sheriff's Cadet
3. Correctional Officer

18.1.3 Parties agree that Sheriff's Cadets and Sheriff's Correctional Officers receive their one-time payment upon entry into the academy and that employees hired as lateral transfers shall receive

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it upon hire as a Deputy Sheriff or Sheriff's Correctional Officer. Sheriff's Cadets promoted to Deputy Sheriff will not be eligible to receive a second payment.

18.2 Uniform Allowance - Dispatchers

18.2.1 Dispatchers, Senior Dispatchers, and Supervising Dispatchers shall receive a uniform allowance for uniform maintenance of thirty-five dollars (\$35.00) per month when they are required to maintain a Department designated uniform.

18.2.2 For all dispatchers hired after July 1, 1991, County agrees to make a one time payment of three hundred dollars (\$300.00) for uniform purchases.

19. HEALTH AND SAFETY

19.1 Safety Committee The parties agree to continue the special advisory safety committee for the Sheriff's Department composed of the Sheriff or his/her designated representative, General Services Director or his/her designated representative, Safety and Claims Coordinator and a representative from the San Luis Obispo County Deputy Sheriffs' Association. It will be the responsibility of this special committee to receive employee input regarding safety matters, particularly vehicle safety, and make appropriate recommendations.

19.2 Body Armor

The County agrees to provide body armor for Sheriff's Deputies, provided it is worn in accordance with Department policy.

20. TRANSFERS and INTERNAL AFFAIRS

The Sheriff's Department shall publish policies on the selection process for in-house transfers, and internal affairs investigations.

21. CAREER SERIES

21.1 Parties in the 1988-91 Memorandum of Understanding with the Association agreed to the establishment of a career series for Deputy Sheriff. County created job specifications for Sheriff's Cadet and Senior Deputy. A first time allocation of twenty-eight (28) Senior Deputies were made with an equal reduction in the number of Deputy Sheriffs and Identification Technicians. This agreement did not limit County's Rights and Responsibilities under Article 4 of this MOU.

21.2 For purposes of retirement, Sheriff's Cadets were classified as miscellaneous employees. This retirement classification will continue until they are promoted to Sheriff's Deputy or six (6) months, which ever occurs first. Upon promotion to a safety employee, employee has the option to

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purchase an upgrade from miscellaneous to safety retirement for the period they spent as a Sheriff's Cadet. This upgrade shall be limited to no more than six (6) months.

21.3 For historical purposes it is noted that upon creation of the classification of Sheriff's Cadet, its salary range was equal to that of Sheriff's Correctional Officer; similarly, upon creation of the classification of Senior Deputy, its salary range was ten percent (10%) higher than that for the classification of Deputy Sheriff.

21.4 Since it is the intent of the parties to incorporate the duties of detectives, identification technician, and Field Training Officer into the classification of Senior Deputy, parties agreed to terminate these special pay practices and differentials upon implementation of the Senior Deputy Classification.

21.5 Parties agree, that upon implementation of the Senior Deputy Classification, the single remaining Identification Technician was to be grandfathered into his current classification. Upon retirement or termination of the incumbent, the classification of Identification Technician was reallocated to Senior Deputy. With elimination of the detective differential, the salary range for Identification Technician was increased by ten percent (10%).

21.6 Pay on Promotion - Dispatchers

The County agrees to continue the County Ordinance Code Section 2.48.030 to provide that any employee who is promoted to a classification with a higher pay range shall be placed on the step of the range allocated to the new classification which would grant such employee an increase in pay nearest to five percent (5%), but not less than four percent (4%), over the pay previously received by the employee, provided, however, the increase may exceed five percent (5%) at the discretion of the department head, if approved by the County Administrative Officer, and that such increase shall not exceed the top step of the range allocated to the new classification.

22. ANNUAL LEAVE

22.1 County Code Section 2.44.070, Holidays and Time Off, as amended by the Enterprise Financial System negotiations, shall continue to provide:

The total number of annual leave days which may be accrued at any time during a calendar year shall not be limited; provided, however, the total number of annual leave days which the employee shall be entitled to carry over from one calendar year to the next, if he/she so desires, shall be limited to twelve (12) days of annual leave for non-dispatcher classes and thirteen (13) days of annual leave for dispatcher classes in addition to maximum allowable vacation days in any year

23. HOLIDAY PAY DURING A PERIOD OF LEAVE

The parties agree that County Code Section 22.44.070(f), Holidays and Time Off, shall be deleted:



A permanent employee who has been granted a leave of absence pursuant to Section 2.44.040 of this code or is on sick leave pursuant to Section 2.44.060 of this code for all of the day immediately preceding a holiday and all of the day subsequent to the holiday shall not be entitled to holiday pay.

24. LEAVE OF ABSENCE: MATERNAL BONDING

The County has amended the return from leave of absence concept contained in County Code Section 2.44.040(a), Leave of Absence Without Pay, by adding "adoption, for the purpose of maternal bonding." The County further agrees not to change this Code section without prior negotiations with DSA.

25. HOLIDAY LEAVE FOR PERMANENT PART-TIME EMPLOYEES

25.1 Non-Dispatchers

County Code Section 2.44.070, Holidays and Time Off, shall continue to provide:

- (k) Permanent part-time employees shall take holiday time on the same pro-rata basis as their part-time schedule bears to the full work schedule of their department.
 - (1) Section 2.44.070 does not apply to temporary employees.

25.2 Dispatchers

The parties agree that the County may continue County Code Section 2.44.070, Holiday and Time Off, to add the following:

- (k) Permanent part-time employees shall take holiday time on the same pro-rata basis as their part-time allocated schedule bears to the full work schedule of their department.
 - (1) Section 2.44.070 does not apply to temporary employees.

26. VACATION LEAVE

26.1 Non-Dispatchers - Vacation Leave for Permanent Part-Time Employees

County Code Section 2.44.050(a), Vacation, shall continue to provide:
County and judicial district officers, deputies and employees, except temporary employees, shall be entitled to a vacation for each year of actual full-time service; provided that permanent part-time employees shall earn and use vacation allowances on the same pro-rata basis as their part-time schedule bears to the full-time work schedule of their

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department. Vacation time shall be accrued and taken in the manner provided in this section.

For purposes of benefit accrual, full-time service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065. Permanent part-time employees shall earn time-in-service credits on the same pro-rata basis as their part-time allocated schedule bears to the full-time work schedules of their department.

26.2 Dispatchers - Vacation Leave for Permanent Part-Time Employees

The parties agree that the County may continue County Code Section 2.44.050(a), Vacation, as follows:

County and judicial district officers, deputies and employees, except temporary employees, shall be entitled to a vacation for each year of actual full-time service; provided that permanent part-time employees shall earn and use vacation allowances on an hour for hour accrual basis, up to a maximum of forty (40) hours worked in a week. Vacation time shall be accrued and taken in the manner provided in this section.

For purposes of benefit accrual, full-time service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065.

26.3 Non-Dispatchers

The County has amended Section 2.44.050, Vacations, to eliminate reference to employees hired prior to July 1, 1974.

26.4 Capping of Vacation Hours

26.4.1 The County amended Section 2.44.050, Vacations, to eliminate reference to employees hired prior to July 1, 1974.

26.4.2 On May 24, 2005 vacation accrual was capped at 280 hours with vacation hours already accrued over 280 hours being retained for use by the employee first until the accrued amount decreased to or below the 280 hour cap.

26.4.3 Upon adoption of this agreement parties agreed to increase the accrual vacation cap to 320 hours.

26.4.3.1 Parties agree that to a maximum of 320 hours, County will recredit any hours that would have been accrued had the 280 vacation hour cap not been in effect prior to the effective date of this agreement. Also included in this balance are unused leave hours that were retained for future use in 26.4.3.

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27. SICK LEAVE

27.1 Sick Leave for Permanent and Permanent Part-Time Non-Dispatcher Employees

County Code Section 2.44.060(a), Sick Leave, shall continue to provide:

All permanent employees shall accrue one (1) working day of sick leave at the rate of one (1) working day with pay for each month of service.

Accrual of sick leave shall be limited to one hundred eighty (180) working days. Sick leave with pay shall only be granted upon the recommendation of the department head in case of bona fide illness or disability, including disability resulting from pregnancy of the employee, or in the event of illness or death of a relative of the first degree. Evidence may be required by the department head or the Board of Supervisors in the form of a physician's certificate or otherwise of the adequacy of the reason for any employee's absence during the time for which sick leave is or was requested. A full-time working day shall consist of eight (8) hours, or an amount proportional to part-time status.

Permanent part-time employees shall earn and use sick leave allowance on the same pro-rata basis as their part-time schedule bears to the full-time work schedule of their department.

For purposes of benefit accrual, service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065. Permanent part-time employees shall earn time in service credits on the same pro-rata basis as their part-time allocated schedule bears to the full-time work schedules of their department.

27.2 Sick Leave for Permanent and Permanent Part-Time Dispatcher Employees

The parties agree that the County may continue County Code Section 2.44.060(a), Sick Leave, as follows:

All permanent employees shall accrue one working day of sick leave at the rate of one working day with pay for each month of service. Accrual of sick leave shall be limited to one hundred eighty (180) working days. Sick leave with pay shall only be granted upon the recommendation of the department head in case of bona fide illness or disability, including disability resulting from pregnancy of the employee or in the event of illness or death of a relative of the first degree. Evidence may be required by the department head or the Board of Supervisors in the form of a physician's certificate or otherwise of the adequacy of the reason for any employee's absence during the time for which sick leave is or was

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requested. A full-time working day shall consist of eight (8) hours, or an amount proportional to part-time status. Permanent part-time employees shall earn and use sick leave allowance on an hour for hour accrual basis, up to a maximum of forty (40) hours worked in a week. For purposes of benefit accrual, service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065.

27.3 Sick Leave Upon Termination - Dispatchers

27.3.1 For purposes of dispatcher classes, the parties agree to continue the following annual average rate of pay policy as contained in County Code Section 2.44.060(i)(3):

- (i)(3) The termination of an employee, other than those specified in subsection (i)(2) of this section, who has five (5) years or less service with the County as a permanent employee, shall abrogate all sick leave accumulated to the date of termination and the employee shall not be compensated in any way for such sick leave. Upon the termination of an employee who has worked more than five (5) years from the date of hire with the County as a permanent employee, such employee shall be entitled to receive payment for one-half ($\frac{1}{2}$) of his/her accrued sick leave to a maximum of one-half ($\frac{1}{2}$) of one hundred eighty days at the employee's rate of pay as of the date of termination; provided that in the event of disciplinary suspension, or termination by dismissal or other disciplinary action, the employee shall not be entitled to any payment for any accrued sick leave.

27.3.2 Provided, however, the County may amend 2.44.060 to authorize the accrual of sick leave and the rate of pay for the sick leave payoff to be governed by a Board of Supervisors approved Memorandum of Understanding, thereby allowing implementation of Article 39.1 hereof. The County may also amend said section to allow for exchange of sick leave for vacation pay to be governed by a Board of Supervisors approved Memorandum of Understanding, thereby allowing for implementation of Article 39.1 below.

28. TEMPORARY EMPLOYMENT

County Code Section 2.48.080, Temporary Employment, shall continue to provide:

Temporary employment shall be authorized upon the submission of a written request by the department head to the Personnel Director, and approval of such request by the Personnel Director. The approval shall be obtained prior to the employment of the temporary personnel, provided that in emergencies the approval may be obtained by telephone

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communication. The approval shall be conditioned on the availability of appropriations in the departmental budget to cover the cost thereof. The Personnel Director shall determine the rate of compensation for the employment, which rate shall be consistent with the rates established in this chapter for comparable permanent employment.

29. HEALTH INSURANCE PAYMENTS - RETIREMENT

29.1 Health and Welfare Plan - Retiree Medical Insurance Premium

The County will cooperate with the DSA to the extent feasible to implement a medical assistance for retirees' plan that compiles with all applicable laws, requirements, and Internal Revenue Service (IRS) guidance, including but not limited to the Internal Revenue Code and IRS Revenue Rulings.

As of the date of this agreement, the DSA's intent is to establish the RMIPSP as listed in the Memorandum of Understanding between the parties in their 1998-2003 MOU.

29.2 Sick Leave Payoff - Retiree Health Insurance

County agrees to establish a procedure by which employees who retire from County service can elect to have their sick leave payoff credited to an individual account from which payments for health insurance can be made. This election must be made prior to the date of termination.

Parties agree that County retains the right to design, amend, and administer the program. Options as to Medical plan selection shall be governed by the County.

This program is not intended to be; an interest earning savings plan, a deferred compensation program, an annuity program, or a tax sheltered program. The County does not guarantee any type of favorable tax treatment. Funds deposited in this program will not earn interest.

The County is not responsible for the tax treatment of these funds at the time of withdrawal, whether withdrawn in one large sum or in monthly installments.

It is not the intent of either party to change County Code Section 2.44.060(i)(2), Sick Leave. The guidelines for determining the amount of sick leave payoff remain unchanged.

30. MILEAGE

For the term of this agreement, employees shall be reimbursed at the maximum allowable exempt rate of reimbursement provided by the Internal Revenue Service for the authorized use of their private vehicle on County business.

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[Handwritten signature]

31. CAREER INCENTIVE

31.1 A career incentive allowance shall be paid to eligible permanent full-time employees in the classifications of Sheriff's Senior Correctional Officer, Sheriff's Correctional Officer, Deputy Sheriff, Senior Deputy, . . . as follows:

31.1.1 A career incentive allowance in the amount of seventy-five dollars (\$75.00) shall be paid monthly for possession of a Peace Officers Standards and Training Intermediate Certificate or possession of an associate of arts or associate of science degree from an accredited two-year college in an approved field; or

31.1.2 A career incentive allowance in the amount of one hundred and fifty dollars (\$150.00) shall be paid monthly for possession of a Peace Officer Standards and Training Advanced Certificate or a bachelor of arts degree or a bachelor of science degree from an accredited four-year college in an approved field.

31.2 The parties agree to maintain County Code section 2.48.171(b).

31.2.1 A career incentive allowance shall be paid to eligible permanent full-time employees in the classifications of Sheriff's Senior Correctional Officer, Sheriff's Correctional Officer, Deputy Sheriff, Senior Deputy, . . . as follows:

31.2.1.1 Effective January 1, 1994 the continuing eligibility requirement for employees qualifying under 2.48.171(b)(1)(B) with possession of a Peace Officers Standards and Training Advanced Certificate or a bachelor of arts degree or a bachelor of science degree from an accredited four-year college in an approved field shall be waived.

31.2.1.2 Effective January 1, 1994, for Correctional Officers, Senior Correctional Officers, and Supervising Correctional Officers, with the possession of an associate of arts degree from an accredited two-year college in an approved field and nine (9) years of service as a Correctional Officer, Senior Correctional Officer or Supervising Correctional Officer with the County of San Luis Obispo, will be treated as having qualified for an advanced POST certificate. Said employees will receive an allowance in the amount of sixty-nine dollars and twenty-three cents that will be paid biweekly. The continuing eligibility requirement will be waived. The effective date for eligibility will be January 1 of the year after the completion of the eligibility requirement.

31.3 The parties agree that the continuing eligibility requirement for all other candidates qualifying for the Career Incentive Program must be met by December 31st of each year. The Career Incentive Program will continue to be administered by the Career Incentive Committee which shall meet quarterly to consider applications.



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32. BENEFIT RATE OF PAY

County Code Section 2.44.060(a)(1), Sick Leave, shall continue to provide:

For purposes of payment, total rate of pay shall be defined as salary determined by the step to which the employee is appointed in the salary range for the class to which the employee's position is assigned.

33. SAFETY EQUIPMENT ALLOWANCE

County Code Section 2.53.020(a), Allowance-Amounts, shall be amended to provide:

Each safety employee in the Sheriff's Department hired on or after August 10, 1973 shall receive from the County at the time when the employee is required to purchase the equipment listed in Section 2.53.010, an allowance of eight hundred dollars (\$800.00) for the purchase of the equipment.

34. INVESTIGATOR DIFFERENTIALS

Parties agreed that upon implementation of the Senior Deputy Classification, County had the right to delete County Code Section 2.48.171(a), Investigator Differential.

35. DEFERRED COMPENSATION PROGRAM

Unit members shall continue to be eligible to join the County's Deferred Compensation Plan. Said employees will be bound by the same Plan, rules and participation agreements as are generally applicable to other County employees. DSA acknowledges that County retains the right to alter, amend, or repeal the current plan, rules, and participation agreements, at any time.

Effective July 1, 1984, employees who belong or join the Plan shall pay no administration fee. Administration fee means only that fee which is assessed each member as a condition for participation in the Plan. Administration fee shall not mean any fee related to or incurred by reason of an individual participant's action with respect to his or her account. Specifically, administration fee shall not include any load charges, transfer charges, distribution charges, surrender charges, or other transaction charges.

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36. HOLIDAYS

36.1 County Code Section 2.44.070, Holidays and Time Off, providing for the terms and conditions controlling use of paid holidays for all permanent and probationary employees of this Unit during the term of this Agreement shall be continued. The County's holidays for this Unit shall be:

1. January 1 (New Years Day);
2. The third Monday in January (Martin Luther King Day);
3. February 12 (Lincoln's Birthday);
4. The third Monday in February (Washington's Birthday);
5. The last Monday in May (Memorial Day);
6. July 4 (Independence Day);
7. First Monday in September (Labor Day);
8. The second Monday in October (Columbus Day);
9. November 11 (Veterans Day);
10. That day in November designated as Thanksgiving Day;
11. The Friday in November immediately following the day designated as Thanksgiving Day;
12. December 25 (Christmas Day);
13. All other days as may be proclaimed by the County's Board of Supervisors.

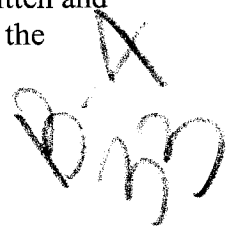
36.2 The parties agree that on May 24, 2005, the Board of Supervisors established a personal leave day (8 hours) for DSA represented employees in exchange for elimination of Admissions Day (September 9) as a paid holiday. The personal leave day will be allowed to be used at anytime during the current fiscal year and available personal leave will be displayed on individual employees' leave statement. Only permanent status employees are eligible and permanent status part-time employees shall take personal leave on the same pro rata basis as their part-time schedule bears to the full work schedule of their department. This personal leave day cannot be accrued and will be lost unless utilized during the fiscal year.

37. PRODUCTIVITY

The parties recognize the need to economize in the face of shrinking fiscal resources available to the County. Because of this, the parties pledge their support and cooperation in an effort to increase productivity and efficiency during the life of this Agreement.

38. ASSOCIATION SECURITY-DUES DEDUCTION

38.1 The County agrees to continue automatic payroll deduction of DSA dues and additionally agrees to continue automatic deduction of DSA premiums which are not duplicative of or competitive with the County insurance plans for which the members of said unit are eligible. Such deduction shall become effective with the start of the first payroll period after receipt of the appropriate written and voluntary employee authorization form as developed mutually by the parties and signed by the



employee. County further agrees to issue a monthly check, payable to the DSA, for the total amount of the individual deductions.

38.2 Association shall indemnify and save harmless the County of San Luis Obispo, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this article.

39. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS

39.1 Employees who have more than fourteen (14) years of service with the County as a permanent employee shall be entitled to exchange two hours of sick leave for one hour of vacation. The maximum number of hours that can be exchanged during a calendar year shall be eighty (80) sick leave hours for forty (40) vacation hours. Provided, however, such employees must maintain a minimum balance of thirty (30) days of sick leave, and shall only be permitted to exchange those sick leave hours over the required thirty day sick leave balance.

39.2 Except as otherwise specifically provided in this Article, the provisions of County Code Sections 2.44.050, Vacations, and 2.44.060, Sick Leave, shall govern all matters relating to vacation and sick leave, and in particular County Code Section 2.44.050(c) and 2.40.050(d), shall apply with respect to maximum carry over from one calendar year to the next.

40. MISCELLANEOUS DISPATCHER PROVISIONS

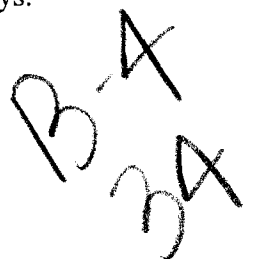
40.1 Sick Leave Accrual and Payoff - Dispatchers

The County and DSA agree to continue the accrual and payoff policy for dispatcher classes as follows:

40.1.1. Accrual of sick leave shall be limited to two hundred and sixty (260) working days.

40.1.2. For those dispatcher employees entitled to be paid for their accumulated sick leave upon termination from County employment, they shall be entitled to receive payment in accordance with the following table:

<u>Accrued Sick Leave</u>	<u>Rate</u>
0-180 days	½ accrued sick leave at employees rate of pay
181-260 days	No sick payoff in exchange for County's agreement to lift the 180 day accrual limit for dispatchers, DSA agrees that there will be no sick leave payoff for time accrued in excess of 180 days.



40.1.3. Except as is otherwise specifically provided in this Article, the provisions of County Code Sections 2.44.050, Vacations, and 2.44.060, Sick Leave, shall govern all matters relating to vacation or sick leave for dispatchers.

40.2 Dispatcher Orientation

Parties agree that the County will not distribute DSA orientation materials to employees.

40.3 Diablo Emergency Response Plan

The parties agree that the January 14, 1986 Dispatcher Agreement concerning the Diablo Emergency Response Plan shall be in full force and effect.

40.4 Civil Service Commission Rules

Parties previously agreed to made a recommendation to the San Luis Obispo County Civil Service Commission that Civil Service Commission Rule 11.03, Duration of Probationary Periods, be amended as follows:

The probationary period for all classified positions shall be six calendar months of actual paid service commencing with the date of appointment, except that Deputy Sheriff and Dispatcher shall serve probationary periods of one year.

40.5 Transportation

Parties agree to continue County Code Section 2.84.011 on utilization of employee vehicles, as follows:

40.5.1 Employees now using County vehicles for work related travel may, at the discretion of appointing authorities, be required to use their own vehicles at agreed upon mileage reimbursement rates. It is not the intent of the County to cause employees to utilize their automobiles for other than personal transportation, except as is the current practice or in the event of an emergency.

40.5.2 It is not the intention of the County to require any employee now using a County vehicle on a regular and constant basis for job-related travel to use her/his private vehicle for substantially similar job-related travel.

40.5.3 The assignment, use and operation of assigned vehicles shall be in accordance with the policy set forth by the Sheriff.



41. AUTOMATIC PAYROLL DEPOSIT

Direct deposit of County paychecks into a financial institution of the employee's choice will be required for all employees hired on or after May 24, 2005.

42. REOPENERS

42.1 Correctional Officers Retirement

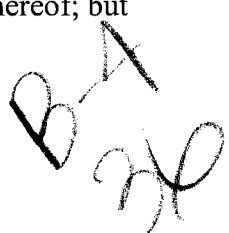
As a limited exception to the "zipper" provision contained in Article 44, Full Understanding, Modification, Waiver, second paragraph, the parties agree that this Agreement may be reopened by either party solely on the issues of 3% @ 50 retirement for correctional officers. A party so desiring to reopen on these limited issues must do so by serving written notice on the other party. Consistent with the limited reopener procedure for distribution of the change in compensation provided for in section 6.3.4.9, if a party exercises its right to reopen on the sole issues of correctional officer retirement pursuant to this section and agreement of the parties is reached on these issues, the affected provisions of this Agreement shall be amended in accordance with Article 44, Full Understanding, Modification, Waiver. If impasse is reached in the negotiations of these issues, the County's Employee Relations Policy impasse procedure shall be used for resolution. Except for the possible amendment of this Agreement should the parties reach agreement after re-opener on the limited issue of correctional officer retirement, the application of the provisions of this section shall have no effect on the validity and continuing effect of each and every provision of this Agreement.

42.2 Dispatcher Retirement

As a limited exception to the "zipper" provision contained in Article 44, Full Understanding, Modification, Waiver, second paragraph, the parties agree that this Agreement may be reopened by either party solely on the issues of 2% @ 50 or 2.7% @ 55 retirement for dispatchers plan if the majority of "the comparable counties" identified in section 6.3.1 establishes a 2% @ 50 or a 2.7% @ 55 plan for dispatchers during the term of this agreement. A party so desiring to reopen on this limited issue must do so by serving written notice on the other party. Consistent with the limited re-opener procedure for distribution of the change in compensation provided for in section 6.3.4.9, if a party exercises its right to reopen on these sole issues of dispatcher retirement pursuant to this section and agreement of the parties is reached on these issues issue, the affected provisions of this Agreement shall be amended in accordance with Article 44, Full Understanding, Modification, Waiver. If impasse is reached in the negotiations of these issues, the County's Employee Relations Policy impasse procedure shall be used for resolution. Except for the possible amendment of this Agreement should the parties reach agreement after re-opener on the limited issues of dispatcher retirement, the application of the provisions of this section shall have no effect on the validity and continuing effect of each and every provision of this Agreement.

43. SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and existing except to the extent permitted by law and said provisions as may be declared so invalid shall be deemed severable from all other sections hereof; but all other provisions will continue in full force and effect.



44. FULL UNDERSTANDING, MODIFICATION, WAIVER

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as provided in Article 6, Salaries, and Article 42, Reopeners, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein or with respect to any other matters within the scope of negotiations during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the County and ratified by the membership of the Association.

The waiver of any breach of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Nothing contained herein shall limit the rights of the Deputy Sheriff's Association or represented employees as set forth in the Civil Service Commission Procedural Guidelines.

45. CONCERTED ACTIVITIES

45.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the County by the Association or by its officers, agents, or members during the term of this Agreement, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.

45.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the County by employees who are represented by the Association, the Association agrees in good faith to take reasonable steps to cause those employees to cease such action.

45.3 It is agreed and understood that any dispatcher violating this Article may be subject to discipline up to and including termination by the County.



44. FULL UNDERSTANDING, MODIFICATION, WAIVER

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as provided in Article 6, Salaries, and Article 42, Reopeners, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein or with respect to any other matters within the scope of negotiations during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the County and ratified by the membership of the Association.

The waiver of any breach of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Nothing contained herein shall limit the rights of the Deputy Sheriff's Association or represented employees as set forth in the Civil Service Commission Procedural Guidelines.

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45.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the County by employees who are represented by the Association, the Association agrees in good faith to take reasonable steps to cause those employees to cease such action.

45.3 It is agreed and understood that any dispatcher violating this Article may be subject to discipline up to and including termination by the County.

46. IMPLEMENTATION AND EFFECT

46.1 This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be

binding upon the parties either in whole or in part unless and until the Board of Supervisors acts formally to adopt this Memorandum of Understanding. The effective date of the individual elements of this Memorandum of Understanding shall be as expressly set forth herein or, if no such date is set forth, then on the date that the Board of Supervisors adopts this Memorandum of Understanding or on the date that the Board of Supervisors takes the following action if such action is necessary:

46.1.1 Enacts necessary amendments to all County Ordinances and Resolutions, where such is required by this Agreement.

46.1.2 Acts to appropriate the necessary funds required to implement provisions of this Memorandum of Understanding which require funding.

46.1.3 Acts to amend all necessary contracts with providers of services which are affected by this Memorandum of Understanding.

47. SIGNATURE

For the County:

Maureen Wilson
Representative

[Signature]
Representative

Representative

Representative

Dated: 1-27-06

For the Association:

[Signature]
Association Representative

[Signature]
Association Representative

[Signature]
Association Representative

[Signature]
Association Representative

Dated: JANUARY 27, 2006

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.

County Counsel

By: [Signature]
R. Wyatt Cash
Chief Deputy County Counsel

Dated: 1-27-06

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EXAMPLE ONLY

Appendix A: Benchmark 12/01/97: Deputy Sheriff (PWF as utilized in 2006 and 2007)

<u>County</u>	<u>Salary</u>	<u>Ret%</u>	<u>Ret \$</u>	<u>Medical</u>	<u>Uniform</u>	<u>Career Incentive</u>	<u>Total Comp</u>
Marin	4595	Included in Med ¹		494.00	54.17	105.00	5248.17
Monterey	4188	7%	293.16	456.98	55.00	155.00	5148.14
Napa	4401	0%	0.00	408.36	54.16	162.50	5026.02
Santa Barbara	3864	Flat	158.00	25.87	60.42	260.00 ²	4668.29
Santa Cruz	4013	9%	361.17	487.46	0.00	166.00	5027.63
<hr/>							
Average					<u>Deduct 3% TC</u>		5023.65
					Adjusted Average		<u>150.71</u>
							4872.94
SLO (12/01/97)	3720	7%	260.40	325.00	45.00	150.00	<u>4500.40</u>
						TC Difference	372.54 or 8.28%
						Projected SLO TC	4872.94
<hr/>							
8.28% TC Increase Example (adjusted to salary only) ³							
Adj SLO 9.35%:	4068	7%	284.76	325.00	45.00	150.00	4872.76

¹ Marin medical and retirement contributions are combined as cafeteria plan (listed in medical).

² Santa Barbara career incentive based upon POST Advanced Certificate without 30 extra units.

³ Salary includes the retirement contribution.

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EXAMPLE ONLY

Appendix B: Benchmark 12/01/97: Deputy Sheriff (PWF as utilized in 2008)

<u>County</u>	<u>Salary</u>	<u>Ret%</u>	<u>Ret \$</u>	<u>Medical</u>	<u>Uniform</u>	<u>Career Incentive</u>	<u>Total Comp</u>
Marin	4595	Included in Med ¹		494.00	54.17	105.00	5248.17
Monterey	4188	7%	293.16	456.98	55.00	155.00	5148.14
Napa	4401	0%	0.00	408.36	54.16	162.50	5026.02
Santa Barbara	3864	Flat	158.00	25.87	60.42	260.00 ²	4668.29
Santa Cruz	4013	9%	361.17	487.46	0.00	166.00	5027.63
<hr/>							
Average							
					<u>Deduct 1.5% TC</u>		5023.65
					Adjusted Average		<u>75.35</u>
							4948.30
SLO (12/01/97)	3920	7%	274.40	325.00	45.00	150.00	4714.40
						TC Difference	233.90 or 4.96%
						Projected SLO TC	4948.30
<u>4.96% TC Increase Example (adjusted to salary only)³</u>							
Adj SLO 5.57%:	4139.19	7%	289.74	325.00	45.00	150.00	4948.93
	(23.88 hr)						

¹ Marin medical and retirement contributions are combined as cafeteria plan (listed in medical).

² Santa Barbara career incentive based upon POST Advanced Certificate without 30 extra units.

³ Salary includes the retirement contribution.

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EXAMPLE ONLY

Appendix C: Benchmark 12/01/97: Deputy Sheriff (PWF as utilized in 2009)

<u>County</u>	<u>Salary</u>	<u>Ret%</u>	<u>Ret \$</u>	<u>Medical</u>	<u>Uniform</u>	<u>Career Incentive</u>	<u>Total Comp</u>
Marin	4595	Included in Med ¹		494.00	54.17	105.00	5248.17
Monterey	4188	7%	293.16	456.98	55.00	155.00	5148.14
Napa	4401	0%	0.00	408.36	54.16	162.50	5026.02
Santa Barbara	3864	Flat	158.00	25.87	60.42	260.00 ²	4668.29
Santa Cruz	4013	9%	361.17	487.46	0.00	166.00	5027.63
Average							5023.65
SLO (12/01/97)	3920	7%	274.40	325.00	45.00	150.00	4714.40
						TC Difference	309.25 or 6.56%
						Projected SLO TC	5023.65
<u>6.56% TC Increase Example (adjusted to salary only)³</u>							
Adj SLO 7.38%:	4210.26	7%	294.72	325.00	45.00	150.00	5024.98
	(24.29 hr)						

¹ Marin medical and retirement contributions are combined as cafeteria plan (listed in medical).

² Santa Barbara career incentive based upon POST Advanced Certificate without 30 extra units.

³ Salary includes the retirement contribution.

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IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

_____ day _____, 2006

PRESENT: Supervisors

ABSENT:

RESOLUTION NO.

RESOLUTION ESTABLISHING SALARIES AND BENEFITS FOR
CALENDAR YEARS 2005 AND 2006 FOR ALL EMPLOYEES DEFINED AND IDENTIFIED
AS TO CLASSIFICATION WITHIN THAT UNIT OF REPRESENTATION
ESTABLISHED AS THE LAW ENFORCEMENT UNIT, AND APPROVING
MEMORANDUM OF UNDERSTANDING FOR SAID UNIT

The following resolution is hereby offered and read:

WHEREAS, the County of San Luis Obispo Employee Relations Policy requires that under certain circumstances the Management Representative shall meet, confer and negotiate with representatives of an employee organization which has been granted exclusive formal recognition; and

WHEREAS, since on about September 10, 2003, the Management Representative has met and conferred and negotiated in good faith with the Law Enforcement Unit, San Luis Obispo County Deputy Sheriffs' Association, concerning wages, hours and other conditions of employment as required by the Employee Relations Policy and has also negotiated with said Association as required by Section 2.48.180 of the San Luis Obispo County Code concerning prevailing wages or salaries; and

WHEREAS, on January 23, 2006, an agreement was reached by the Management Representative and the Law Enforcement Unit, San Luis Obispo County Deputy Sheriffs' Association, concerning all Law Enforcement Unit employees defined and identified as to classification within that unit of representation; and those parties thereafter jointly prepared and executed a written Memorandum of Understanding, a copy of which is attached hereto as Attachment "A"; and

WHEREAS, the County's Management Representative and the Law Enforcement Unit, San Luis Obispo County Deputy Sheriffs' Association, have agreed and the Board of Supervisors of the County of San Luis Obispo finds that the Memorandum of Understanding is consistent with Section 2.48.180 of the San Luis Obispo County Code and constitutes a fair and reasonable method of determining the prevailing wages or salaries for those employees within the unit of representation for the same quality of service rendered to persons, governmental agencies, firms or corporations under similar employment insofar as prevailing salary or wages can be ascertained, and is consistent with the guiding principles set forth in the County's Employee Relations Policy; and

WHEREAS, the Management Representative has submitted reports and programs resulting from negotiations to the Board of Supervisors; and

WHEREAS, it is in the best interest of the County of San Luis Obispo that the Board of Supervisors implement the Memorandum of Understanding reached between the Management Representative and the Law Enforcement Unit, San Luis Obispo County Deputy Sheriffs' Association, attached hereto as Attachment "A"; and

WHEREAS, pursuant to Section 2.48.090 of the San Luis Obispo County Code, the compensation of all officers and employees of the County of San Luis Obispo shall be regulated by resolution of the Board of Supervisors of said County.

NOW, THEREFORE BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California as follows:

1. That the recitals set forth above are true, correct, and valid; and
 2. That amended salaries for Calendar Year 2005 for all employees, represented by the Law Enforcement Unit, San Luis Obispo County Deputy Sheriffs' Association, are hereby established and effective the pay period that includes January 1, 2005 in accordance with
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the San Luis Obispo County Table of Salary Ranges and Steps as set forth in Attachment "A", attached and incorporated herein by reference; and

3. That salaries for Calendar Year 2006 for all employees, represented by the Law Enforcement Unit, San Luis Obispo County Deputy Sheriffs' Association, are hereby established and effective the pay period that includes January 1, 2006 in accordance with the San Luis Obispo County Table of Salary Ranges and Steps as set forth in Attachment "A", attached and incorporated herein by reference; and
4. That the Memorandum of Understanding attached hereto as Attachment "A" is hereby approved; and

Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted:

Chairman of the Board of Supervisors

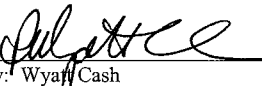
ATTEST:

Clerk, Board of Supervisors

BY: _____ Deputy Clerk

APPROVED TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel


By: Wyatt Cash
Chief Deputy County Counsel

Dated: 1-30-06

February 7, 2006

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
THE SAN LUIS OBISPO COUNTY DEPUTY SHERIFFS' ASSOCIATION
SUPERVISORY LAW ENFORCEMENT UNIT
2006-2009**

1. INTRODUCTION

1.1 Designation of the Parties

1.1.1 This Agreement is entered into as of February 7, 2006, by and between the County of San Luis Obispo (hereinafter "County"), and the San Luis Obispo County Deputy Sheriffs' Association (hereinafter referred to as "the Association" or "DSA").

1.1.2 For purposes of administering the terms and provisions of this agreement:

The Management's principal authorized agent shall be the County's Administrative Officer, or his/her duly authorized representative [address: County Government Center, Room D430, San Luis Obispo, CA 93408; Telephone: (805) 781-5011], except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

The Association's principal authorized agent shall be the DSA's President or his/her duly authorized representative (address: P.O. Box 5443, San Luis Obispo, CA 93406).

1.2 Recognition

1.2.1 Pursuant to section 3500 et seq. of the Government Code of the State of California, the County of San Luis Obispo has previously recognized the San Luis Obispo County Deputy Sheriffs' Association as the exclusive representative of the employees in the Supervisory Law Enforcement Unit.

1.2.2 The term "employee" or "employees" as used herein shall refer to those persons in the Supervisory Law Enforcement Unit occupying positions not otherwise designated as confidential, which are allocated as permanent full-time, or permanent part-time working 12 months per year, normally working 40 hours or more per pay period. Not included within the term "employee" are all other persons in part-time positions, temporary or extra help or persons on contract with the County.

2. TERM

The County and the Association agree that the term of this Agreement commences on January 1, 2006, and expires and is otherwise fully terminated on December 31, 2009.



3. RENEWAL

The County and the Association agree that meeting and conferring over the renewal or continuation of this Agreement shall be initiated at the request of either party between July 15th and August 15th of the last year of this agreement. The parties also agree that every effort will be made to reach an agreement prior to the expiration of this Agreement.

4. COUNTY RIGHTS AND RESPONSIBILITIES

The County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the County and not abridged herein include, but are not limited to, the following:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue the work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting, or limit, amend, decrease, revoke or otherwise modify the employees' rights under the County Civil Service Ordinance.

The County agrees to consult with the DSA upon request in regard to any proposed subcontracting of dispatcher services which would result in the elimination of unit members' jobs.

5. WORK SCHEDULES AND WORK LOCATION

5.1 Work Schedules - Non-Dispatchers

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work schedules shall not be changed without three (3) working days prior notice. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week. Nothing herein shall be construed to modify whatsoever a workday or workweek as defined by the County.

5.1.1. Agreement to Amend County Code

The parties agree that an amendment to County Code Section 2.44.110, Establishment of Workday and Workweek, will be added to read as follows:

Unless otherwise provided by a memorandum of understanding approved by the Board of Supervisors, or for non-represented employees by a resolution of the Board of Supervisors:

5.1.1.1 Eight hours shall constitute a workday for all full-time employees.

5.1.1.2 Forty hours shall constitute a workweek for all full-time employees.

5.1.1.3 Nothing contained in this chapter shall be construed to prevent the board of supervisors or department heads from so arranging individual employee's workdays or workweeks so as to provide for the proper function of departments at such hours and times as may be deemed necessary; provided, that the provisions of subsections 5.1.1.1 and 5.1.1.2 of this section and Sections 2.44.030 and 2.48.050 are fully complied with, except as provided in subsections 5.1.1.4 , 5.1.1.5, and 5.1.1.6 below.

5.1.1.4 Subsections 5.1.1.1 and 5.1.1.2 of this section shall not apply to employees who have been designated as salary basis employees within the meaning of the Fair Labor Standards Act to the extent that such employees are not subject to defined working hours.

5.1.1.5 Subsections 5.1.1.1 and 5.1.1.2 of this section shall not apply to employees who are fire personnel or to employees on approved flexible workweeks.

5.1.1.6 Those county employees in employee organizations with executed MOU's authorizing flexible workweeks, may request their department head to schedule them to work a flexible workweek. Such a request, and any department head approval, shall be made on such forms as may be provided by the county; and if approved, shall be forwarded to the personnel department and auditor's office. A flexible workweek shall be defined as any workweek other than as provided in subsections 5.1.1.1 and 5.1.1.2 of this section.

Nothing contained in this section shall be construed as granting a right to a flexible workweek. Department heads shall retain the discretionary authority to arrange an individual employee's workday and workweek, as authorized by this code, and to approve requests for flexible workweeks, as well as to terminate a flexible workweek schedule. Department heads shall

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also have the authority to schedule an employee to work a flexible workweek; provided, that any advance notice required by an MOU is first given.

5.1.2. 12 Hour Shift Plan

The parties agree that the County, by exercising a modified 29 United States Code Section 207(k) exemption ["FLSA 7(k) exemption"] for certain Sheriff's Department Custody Division classifications, may alter the work period to fourteen (14) days with a premium overtime threshold (time and one-half) of eighty (80) hours for unit positions in Custody Division classifications working a twelve (12) hour shift plan. All hours worked by an employee or paid to an employee in lieu of hours worked as defined in County Code Section 2.48.050(g), prior to exceeding the applicable threshold shall be at straight time regardless of whether such time is regular or overtime worked.

5.1.3. Sheriff May Assign, Reassign or Withdraw

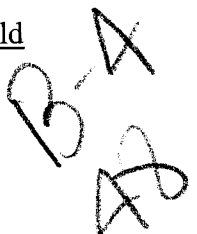
For the purpose of carrying out this Agreement, the Sheriff has the unilateral right to assign or reassign an employee to or from a Custody Division position at any time without meeting, conferring, consulting or prior notification to the DSA. It is the intent of the parties that such an assignment or withdrawal resulting in a change of work shift shall not, in and of itself, be construed as a punitive personnel action ("punitive action") under the Public Safety Officers Procedural Bill of Rights Act (Gov. Code, § 3300 et seq.).

5.1.4. Implementation and Termination of 12-Plan

The initial period of the 12-Plan shall be for twelve (12) months with a review of the 12-Plan commencing September 2001 or as soon as the twelve-month period expires. The review shall be completed within sixty (60) days under the direction of the Sheriff and in conjunction with the DSA. Following review, the 12-Plan shall continue with additional reviews conducted in July of each year unless the program is terminated by either the County or the DSA. In the event either party terminates the 12-Plan agreement for all or part of Custody divisions, the forty (40) hour weekly overtime threshold shall be restored for those employees who are no longer assigned to a 12-Plan schedule simultaneously with the reassignment date.

5.1.5. DSA's Reservation of Right to Terminate Waiver of 40 Hour Threshold

The DSA declares that it has entered into this Agreement based on an agreement with the Sheriff's Department on the twelve (12) hour shift plan administration. However, the DSA reserves the right to terminate the



waiver of the forty (40) hour threshold for overtime for any reason following any annual review, upon thirty (30) days written notice provided to the County's Personnel Director and Auditor-Controller. Such termination notice shall be submitted within thirty (30) days of the completion of the annual review.

5.1.6. No Change in Definition of "Base Salary"

The parties further agree that the terms and conditions of this Agreement shall not be construed in any way so as to redefine the definition of "base salary". The definition of "base salary" for retirement or for any other compensation purposes shall continue to be based on two thousand eighty (2080) hours worked annually or one hundred seventy-three and one-third (173 1/3) hours worked monthly.

5.2 Work Schedules and Work Location - Dispatchers

5.2.1 Work Schedules - Dispatchers

The parties agree to continue the following work schedule policies:

5.2.1.1. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employee's work schedules shall not be changed without two (2) days prior notice. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week. Nothing herein shall be construed to modify whatsoever a work day or work week as defined by the County.

5.2.1.2. The parties agree to continue appropriate County ordinances to provide the proper accrual rates, compensation practices, and paid time usage for flexible workweek options.

5.2.2 Work Location - Dispatchers

The parties agree to continue the following work location policy:

5.2.2.1 Except in cases of emergencies, employees will not be reassigned from their designated normal work location without prior notice. If the reassignment is intended as a permanent change, management shall give the employee at least one week's advance notice. If the reassignment is intended as temporary, management shall give the employee at least two (2) working days' notice. The designated normal work location is the place at which the employee spends the largest part of her/his regular workdays or working time or the place to which she/he returns upon completion of special assignments. Said

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notice provision may be waived by written agreement of the employee.

5.2.2.2 The parties agree that employees on temporary assignment to another location will:

5.2.2.2.1. Receive mileage reimbursement for miles traveled from home to the temporary work site or from the permanent work site, whichever is less.

5.2.2.2.2. Receive an estimate of the length of the temporary assignment.

6. SALARIES

6.1 The parties agree that as of the pay period which includes January 1, 2005, the employees in the classifications listed below shall receive a salary range increase of approximately fifty-one one hundredths percent (0.51%) and that their salary ranges should be as follows:

<u>Class</u>	<u>Title</u>	<u>Range</u>	<u>\$ Per Month</u>
00335	Sheriff's Correctional Sgt	3059	\$5,302-6,446
00336	Sergeant	3377	\$5,853-7,114
05000	Sheriff's Dispatcher Supv	2612	\$4,527-5,503

6.2 The parties agree that as of the pay period which includes January 1, 2006, the employees in the classifications listed below shall receive a salary range increase of approximately four and thirty-nine one hundredths percent (4.39%) and that their salary ranges should be as follows:

<u>Class</u>	<u>Title</u>	<u>Range</u>	<u>\$ Per Month</u>
00335	Sheriff's Correctional Sgt	3193	\$5,535-6,729
00336	Sergeant	3525	\$6,110-7,426

6.2.1 The parties agree that as of the pay period which includes January 1, 2006, the employees in the classification listed below shall receive a salary range increase of approximately four and thirty-nine one hundredths percent (4.39%) plus an inequity increase of five and forty-four one hundredths percent (5.44%) and that their salary range should be as follows:

<u>Class</u>	<u>Title</u>	<u>Range</u>	<u>\$ Per Month</u>
05000	Sheriff's Dispatcher Supv	2875	\$4,983-6,058

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6.3 The parties agree that the compensation increases provided for in this Article for the pay period which includes January 1, 2006 will be distributed to salary only in the manner illustrated for example in Appendix "A." The parties agree that the compensation adjustments provided for herein satisfy the requirements of San Luis Obispo County Code section 2.48.180 (Prevailing Wage) and represents the required Prevailing Wage determinations for the term of this Memorandum of Understanding. Compensation for years 2006, 2007, 2008 and 2009 shall be effective the pay period that includes January 1st of each year, and shall be set by the following formula:

6.3.1 The counties of Santa Barbara, Monterey, Santa Cruz, Marin, and Napa shall be used in the formula ("the comparable counties").

6.3.2 As of December 1st preceding the compensation adjustment date provided in 6.3 above, benchmark data from each county shall be surveyed. The benchmark class shall be Deputy Sheriff.

6.3.3 The benchmark guidelines are as follows:

6.3.3.1 The Survey shall be taken at top step of the salary range. The following subjects shall be considered "change items" and shall be surveyed:

- Salary
- Employer "pick-up" of retirement
- Employer "pick-up" of social security
- Employer insurance contributions
- Uniform allowance
- Education incentive

6.3.3.2 The following subjects shall be excluded:

- Paid leave
- Employer cost of social security
- Employer cost of retirement
- Employer cost of unemployment insurance
- Employer cost of workers compensation

6.3.4 The calculations based on survey shall be as follows:

6.3.4.1 Use top step of the salary range of the benchmark for the base.

6.3.4.2 Convert the benchmark salary and other benefit "change items," as shown in 6.3.3.1 above, to dollars using top step of the benchmark salary range base.

6.3.4.3 Determine the sum of "change item" dollar amounts for each comparable county.



6.3.4.4 Determine the average of the "change items" by calculating the sum of the results of each comparable county total listed in 6.3.4.3 and dividing the sum by the number of comparable counties (i.e., five).

6.3.4.5 Deduct three percent (3%) from the average listed in 6.3.4.4 to determine the adjusted average. The DSA has agreed to this three percent (3%) differential because of the inclusion of Marin and Napa counties as reflected in 6.3.1.

6.3.4.5.1 Effective for the Prevailing Wage adjustment for 2008, parties agree to reduce the amount found in 6.3.4.5 to one and one-half percent (1.5%).

6.3.4.5.2 Effective for the Prevailing Wage adjustment for 2009, the parties agree to abolish the remaining one and one-half percent differential thereby establishing the redefined prevailing wage formula set forth herein.

6.3.4.6 Calculate, in dollars, the difference between the adjusted average listed in 6.3.4.5 (3% offset in 2006 and 2007, 1.5% offset in 2008) or average as listed in 6.3.4.2 and the change item total of the San Luis Obispo County benchmark classification of Deputy Sheriff at top step as of December 1st.

6.3.4.7 Convert the dollar difference listed in 6.3.4.6 to a percentage difference between the adjusted average (or average in 2009) and the San Luis Obispo County benchmark classification as of December 1st.

6.3.4.8 The percentage resulting from the calculation in 6.3.4.7 above shall be applied to the "change items" for San Luis Obispo County as in 6.3.3.1. The distribution shall be based on and applied to the benchmark class of Deputy Sheriff. The distribution, percent change applied to salary and retirement and the changes applied to the fixed "change items" (medical, uniform, and career incentive), where applicable, shall be applied to all employees in the unit of representation.

6.3.4.9 The distribution of the change in compensation shall be applied to salary (and retirement as adjusted by salary) unless the parties agree through negotiation to a different distribution between "change items" prior to December 15th of each year, unless thereafter otherwise agreed by the parties. If agreement is reached, the affected articles of this agreement shall be amended in accordance with the Article entitled, "Full Understanding, Modification, and Waiver," below. If impasse is reached, the County's impasse policy will be used for resolution.

6.3.4.10 Compensation adjustments as provided for in this section shall be paid to all unit employees at the same percentage rate as that utilized to bring the benchmark classification within the acceptable three percent

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(3%) range for 2006 and 2007, the the one and one-half percent (1.5%) range for 2008 or the average of the comparable counties as determined in 6.3.4.4 for 2009. Appendix "A" through "C" are examples of the manner of salary and "change item" distribution.

7. CAREER SERIES - CORRECTIONS

County agrees with the concept of a career series for Correctional Officers. With the expansion of the County jail, County reviewed staffing and classifications that are used in the jail. Parties agree that County has created and will continue to monitor a supervising correctional officer classification. For historical purposes it is noted that upon creation of the classification of Sheriff's Correctional Supervisor, its salary range was approximately 13.4% above the classification of Senior Correctional Officer. Parties agree that with the establishment of this classification, the classification of Senior Sheriffs Correctional Officer has been and will continue to be removed from the Supervisory Law Enforcement Unit and added to the Law Enforcement Unit of representation.

8. RETIREMENT CONTRIBUTIONS

8.1 The County agrees to continue to "pick-up" a portion of the safety employee's contribution to the County's Pension Trust Plan by a plan whereby the County will pay seven percent (7%) of the base salary.

8.2 The County agrees to continue to "pick-up" a portion of the non-safety employee's contribution to the County's Pension Trust Plan by a plan whereby the County will pay four and two-tenths percent (4.2%) of the base salary.

8.3 These amounts paid by the County are for a portion of the unit member's contributions and are paid by the County to partially satisfy the employee's obligation to contribute to the County Pension Trust.

8.4 It is understood and agreed that the principal motivation of the parties in providing for the County's partial "pick-up" of employee retirement contributions as provided in 8.1 and 8.2 above is to accommodate the desire of the Association to achieve its expectations for more favorable tax consequences under the approach contained in this Agreement than would be available to its members under the simpler method of deducting employee contributions for these benefits from the taxable wages or salaries of unit members.

8.5 Unit members shall have no option to receive the contributed amounts directly instead of having them paid by the County to the Pension Trust on behalf of the unit members.

8.6 The parties agree that the County's "pick-up" of employees' Pension Trust contributions is based on County of San Luis Obispo Employees' Retirement Plan section 5.03 and the tax treatment permitted by California and Federal law including state statutes and regulations and federal statutes, regulations, and revenue rulings. It is understood that these laws may be altered by the law making bodies and agencies and such a contingency is beyond the control of the parties.

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8.7 Association shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability, including, but not limited to, liability for back taxes, and all claims of any type by the Internal Revenue Service, the California Franchise Tax Board, unit members, or their heirs, successors, or assigns arising out of this Agreement to partially pay the employees' contribution to the County Pension Trust.

8.8 Parties agree that effective the pay period that included January 1, 1999, unit members agreed to an increase in the employee's contribution rate to the Pension Trust of one-half percent (.5%) as more particularly set forth in Resolution 98-12, said rate increase to be reflected in amendments to Appendix A and Appendix B of the San Luis Obispo County Employees Retirement Plan.

9. PREVAILING WAGE ORDINANCE

9.1 The parties have reviewed all available compensation information and data, and agree that the compensation set forth herein, and the compensation formula as found in Article 6, comply with the requirements of County Code Section 2.48.180 as amended.

9.2 The parties agree that the negotiated prevailing wage increases and benefits provided for in this Agreement were negotiated for the benefit of those persons who remain in County employment on or after the execution date of this Memorandum of Understanding and were not intended to apply to former employees who have left County employment.

9.3 The Association has fully and actively supported the modifications of the PREVAILING WAGE ORDINANCE as adopted by the electorate as Measure D at the November 6, 1984 General Election.

10. RETIREMENT

10.1 The San Luis Obispo County Employees Retirement Plan will continue to provide for reciprocal benefit treatment with P.E.R.S., P.E.R.S. contract agencies, and County "37 Act" Retirement Systems, provided, however, that any Plan amendments which may be necessary to maintain that status shall require approval of both parties.

10.2 Effective July 3, 2005, a pension enhancement of 3% @ 55, with a 90% benefit cap was established for safety members of this unit. At the time of implementation the County contributed an additional 2% on the employer rate toward the cost of this pension enhancement. The remaining costs were borne by unit members through increases to the employee rate.

10.2.1 Safety members of the DSA units elected to fund Single Highest Year through an increase in the employee rate.

10.3 Effective July 3, 2005 a pension enhancement of 2% @ 55, with a 80% benefit cap was established for non-safety members of this unit. At the time of implementation

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the County contributed an additional 2% on the employer rate toward the cost of this pension enhancement. The remaining costs were borne by unit members through increases to the employee rate.

10.3.1 Non-safety members of the DSA units elected to fund Single Highest Year through an increase in the employee rate.

10.4 A pension enhancement of 3% @ 50, Single Highest Year, with a 90% benefit cap, effective December 31, 2006, was selected by the DSA for all of the sworn Law Enforcement and sworn Supervisory Law Enforcement unit employees.

10.4.1 Parties have agreed to a 50/50 sharing of the costs of this enhancement through increases in employer and employee rates. The employee rate is factored to take into consideration the portability of employee contributions.

10.4.2 Parties have agreed to a 50/50 sharing of the costs of Unfunded Accrued Actuarial Liability (UAAL) through increases in employer and employee rates. The employee rate is factored to take into consideration the portability of employee contributions.

10.5 Parties agree that due to the actuarial impact of sworn unit members going to 3% @ 50 on December 31, 2006, County agrees to a one time employer rate increase of up to an additional 3.72% effective December 31, 2006, for safety unit members who remain at 3% @ 55.

10.6 Retirement offset for Social Security disability was eliminated for any person employed by the County on or after May 24, 2005.

10.7 County agrees to defer application of Resolution 2005-437 which amended sections of the San Luis Obispo County Pension Trust plan to implement a 3% @ 50 retirement enhancement for sworn members of the DSA previously set for implementation on March 1, 2006. Parties have agreed that a new resolution will be introduced that will reflect agreed upon cost sharing and a new implementation date of December 31, 2006.

10.8 Deferred Retirement Option Plan (DROP)

Parties agree that all applicable County ordinances and Pension Trust By-laws will be amended to allow the negotiated participation of DSA represented units as soon as administratively possible, into the Pension Trust Deferred Retirement Option Plan (DROP) for members of the Pension Trust. Guidelines for the DROP plan have already been established and will be modified by the County to allow for participation by members of DSA represented units. The DROP plan would provide employees who are eligible for retirement to continue to work for the County after entering into Deferred Retirement status during which the employee's retirement allowance will be paid into a DROP plan account. An employee enrolled into the DROP plan retains all rights, privileges and benefits of being an active County employee, except as specifically modified in a DROP Plan Document. The employee enrolled in the DROP plan continues to be eligible for the active employee Cafeteria 125 Plan benefits and is not eligible for

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retiree health benefits. Under the DROP plan, the employee's individual monthly service retirement allowance, along with agreed upon employee contributions and other supplemental benefits and adjustments will be deposited into an account maintained for the employee under the provisions of the DROP plan. The employee's Pension Trust Service Retirement Allowance shall be calculated on the date that the employee enters the DROP plan and is not recalculated at the time the employee actually terminates permanent employment with the County.

Upon entering the DROP plan, the employee's and the employer's contributions to the Pension Trust cease being paid to the Pension Trust. Upon entering the DROP plan, the employee shall be permitted to contribute to the employee's DROP plan account an amount up to and equivalent to that which would be considered the employee's normal Pension Trust contribution. Employee contributions to the DROP plan shall be made on a pre-tax basis, pursuant to all applicable laws. These monies are deposited into the DROP plan account and are distributed to the DROP plan participant upon termination of permanent employment with the County or the expiration of the DROP plan period, whichever occurs first. A member may enroll in the DROP plan for a period not to exceed 5 years.

DSA shall defend, indemnify and save harmless the County of San Luis Obispo and the Pension Trust, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability, including, but not limited to, liability for back taxes, and all claims of any type by the Internal Revenue Service, the California Franchise Tax Board, unit members, or their heirs, successors, or assigns, arising out of this Agreement to implement the Deferred Retirement Option Plan (DROP).

10.9 Parties agree to amend the San Luis Obispo County Pension Trust Plan to allow for the purchase of Military Service Credit. Such purchase shall be allowed at employee expense and at zero County cost.

11. HEALTH COVERAGE AND OTHER BENEFITS

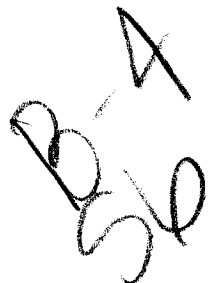
11.1 The County reserves the right to change health care and dental providers during the course of this Agreement.

11.2 PERS Health Insurance

11.2.1 The County shall contribute up to \$64.60 per month per permanent employee for payment to the PERS health insurance program.

11.2.1.1 Effective January 1, 2007, the County shall contribute up to \$80.80 per month per permanent employee for payment to the PERS health insurance program.

11.2.1.2 Effective January 1, 2008, the County shall contribute up to \$97.00 per month per permanent employee for payment to the PERS health insurance program.



11.2.1.3 Effective January 2009, the County shall contribute up to the amount established by PERS per month per permanent employee for payment to the PERS health insurance program.

11.2.2 The first \$64.60 per month of payment by the County to cafeteria plans, per Article 11.2.1 shall be designated and limited to payment for PERS health insurance.

11.2.2.1 Effective January 1, 2007, the first \$80.80 per month of payment by the County to cafeteria plans, per Article 11.2.1.1 shall be designated and limited to payment for PERS health insurance.

11.2.2.2 Effective January 1, 2008, the first \$97.00 per month of payment by the County to cafeteria plans, per Article 11.2.1.2 shall be designated and limited to payment for PERS health insurance.

11.2.2.3 Effective January 1, 2009, the amount established by PERS as the employer contribution per month of payment by the County to cafeteria plans, per Article 11.2.1.3 shall be designated and limited to payment for PERS health insurance.

11.2.3 For employees who opt not to participate in PERS health insurance, following submission of proof of alternative health insurance coverage, the County shall reduce the cafeteria plan payment by the \$64.40 per month PERS health insurance payment and have their cafeteria amount reduced by that amount.

11.2.3.1 On January 1, 2007, the amount identified in 11.2.3 shall increase to \$80.80.

11.2.3.2 On January 1, 2008, the amount identified in 11.2.3 shall increase to \$97.00.

11.2.3.3 On January 1, 2009, the amount identified in 11.2.3 shall be the amount established by PERS as the amount contributed by the County towards PERS health insurance.

11.2.4 The parties agree that the current cafeteria plan requires that County benefit contributions be spent in the following order; employee and/or dependent vision, if any, employee and/or dependent dental, if any, employee-only medical insurance (except as otherwise noted in 11.2.3, 11.2.3.1, 11.2.3.2, or 11.2.3.3)), and dependent medical, if any; and taxable cash out of the remaining balance, if any. The County's obligation to make these contributions shall not exceed the total cafeteria plan contributions in 11.3.

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11.3 The County will continue to contribute up to a maximum of three hundred and twenty-five dollars (\$325.00) per month per non-dispatcher employee and three hundred fifty nine dollars and fifty cents (\$359.50) per month per dispatcher employee toward the current cafeteria plan except as otherwise noted in 11.2.3, 11.2.3.1, 11.2.3.2, and 11.2.3.3.

The parties agree that they have both approved the entry into a "Cafeteria Benefit Plan" as allowed under section 125 of the Internal Revenue Code.

11.4 New part-time employees hired after the date of implementation of this agreement shall receive pro-rated cafeteria plan contributions based on hours worked and paid leave. Pro-rata will be applied to the amount remaining after subtracting the mandatory PERS Health Insurance Payment indicated in Section 11.2.1, 11.2.1.1, 11.2.1.2, or 11.2.1.3 above, from the full cafeteria benefit indicated in Section 11.3 above.

11.5 The Health Care Plan Committee, started in 1983, shall continue to operate. One of the Association's unit members will participate in a Management-chaired Health Care Plan Committee, and shall have complete authority to act on behalf of the Association on Health Care Plan Committee business. This individual will be allowed release time for Health Care Plan Committee meetings as deemed necessary by the Chairman. It shall be the responsibility of said member, Association and said Committee to:

11.5.1 Meet as often as is reasonably necessary.

11.5.2 Monitor health care plans.

11.5.3 Make cost containment recommendations.

11.5.4 Make future recommendations concerning rates.

11.6 DSA agrees to undertake aggressive membership education program regarding health insurance cost containment commencing immediately after reaching agreement.

12. EMPLOYEE PHYSICAL EXAMINATION

The County agrees to continue an annual physical examination program for those law enforcement employees who are over 35 years of age and members of safety retirement.

13. PRE-EMPLOYMENT SCREENING

13.1 The County agrees to continue to work to improve the pre-employment medical exam used to screen applicants for Deputy Sheriff and Correctional Officer positions.

13.2 The County agrees to review and revise the physical agility exam for Deputy Sheriff and Correctional Officer positions.



14. DIFFERENTIAL FOR BILINGUAL EMPLOYEES

14.1 The parties agree that an employee designated by their department head to perform bilingual duties shall receive a monthly stipend to compensate for the additional skill demands placed upon them.

14.2 The County agrees to provide that the stipend shall be either \$47.50/mo for less than full-time use, or \$95.00/mo for intense use that is required for successful performance of their duties.

14.2.1 The \$47.50 rate shall be paid to County employees who use bilingual skills on a frequent but intermittent basis. This skill is secondary to the normal job function.

14.2.2 The \$95.00 rate shall be paid to a County employee who uses bilingual skills every work day as a regular and routine part of the job. The use of bilingual skills is a primary element of this employee's job.

14.3 In either case, the County must determine that bilingual skills are essential for the successful performance of that job. All current administrative rules shall continue to apply. Discretion for this differential remains with the department head.

14.4 Notwithstanding Government Code section 3300 et seq., the removal of any person from this assignment may be made without hearing, and shall not be considered a punitive act, as discretion for this assignment remains with the Sheriff.

14.5 Parties agree that County may pay a \$3,000 bilingual hiring bonus for new hires with demonstrated verbal and written proficiency; \$1,500 paid upon hiring and \$1,500 paid upon passing probation.

15. DISABILITY BENEFITS

15.1 Special Disability Benefit - Safety Employees

The parties agree to continue the injury-on-duty leave of absence without loss of salary program for safety employees, in Section 2.44.065 of the County Code.

15.2 State Disability Insurance (SDI) - Dispatchers

The parties agree that due to the Dispatcher Unit consolidation resulting from the DSA's Petition to Consolidate Units which was granted on November 26, 1996, as evidenced by Resolution No. 96-452 of the Board of Supervisors, dispatcher classes are no longer eligible for State Disability Insurance (SDI).

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16. OVERTIME

16.1 Overtime - Non-Dispatchers

County Code Section 2.44.030(f) and County Code Section 2.44.030(h)(1) shall provide a total maximum accumulation of up to one hundred and twenty (120) hours of compensatory time off for all non-dispatcher classifications.

16.2 Overtime - Dispatchers

16.2.1 Overtime shall continue to be compensated as provided in the County Code and herein. As a result of the 1984 negotiations, the parties agree that such Code shall be modified at Section 2.44.030(e) to allow the County department head the sole discretion to determine whether overtime shall be paid or compensating time off accrued.

16.2.2 The parties agree to continue the compensatory time accumulation limit to provide that compensatory time off may be accumulated to a maximum of one hundred twenty (120) hours earned for eighty (80) hours worked.

When an employee has accumulated the maximum allowable compensatory time, any overtime worked thereafter will be paid at the rate of time and one-half. Compensatory time will not be lost if not used in the year it was earned. At the time of separation from County service, unused compensatory time off shall be paid off at the straight-time rate.

Management will not unreasonably deny proper employee requests for use of compensatory time off.

16.2.3 Parties agree to continue the application of County Code Section 2.44.030, Regular Overtime, specifically the 40 hour threshold for the payment of overtime. Parties agree, that in order to specify the cost application of overtime, employees will be allowed to code overtime on a daily basis. County retains the right to modify time cards if employee does not meet the 40 hour threshold with paid work or paid leave time. This interpretation is by mutual agreement and is terminated at the end of this contract unless continued by agreement of both parties.

17. SPECIAL PAY PRACTICES

17.1 Court On-Call

"Court On-Call" means that period of time during which an employee who enjoys safety employee retirement benefits is required and authorized by a Management employee to be available by telephone or other means approved by Management during off-duty hours for call back to duty for a court appearance. Such employees placed on Court On-Call status shall be paid one and one-half (1.5) hours of pay or compensatory time off for any period of Court On-Call required from 8 A.M. until 12:30 P.M. and one and one-half



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(1.5) hours of pay or compensatory time off shall be paid for any period of Court On-Call required from 12:30 P.M. until 5:30 P.M., notwithstanding the actual time the employee is on-call during each period.

17.2 Court Call-Back

Employees, as defined in (17.1) above, required to report to court outside of their regular work schedule who do report to court shall be paid a minimum of one and one-half (1.5) hours pay or compensatory time off at the employee's option, or shall be paid for all time worked at the appropriate rate, whichever is higher, for any period of time actually spent in court from 8 A.M. to 12:30 P.M. or for any period of time actually spent in court from 12:30 P.M. to 5:30 P.M.

17.3 Stand-By

17.3.1 The parties agree to continue the Standby Duty provisions contained in County Code Section 2.48.170(a)(3), Pay Differentials, Standby Duty.

"Standby duty" is defined as that circumstance which requires a employee so assigned to:

17.3.1.1 Be ready to respond in a reasonable time to calls for her/his service,

17.3.1.2 Be readily available at all hours by telephone, or other communication devices, and

17.3.1.3 Refrain from activities which might impair her/his assigned duties upon call.

17.3.2 Standby duty shall be assigned in writing and shall be compensated at the rate of \$2.00 per hour.

17.3.3 An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a call-back minimum.

17.4 Non-Safety Officer Shift Differential

Non-Safety employees will be paid the appropriate shift differential for each individual hour worked during the eligible time periods specified below.

Evening differential hours are from 6:00 P.M. to 11:00 P.M. and are paid an hourly shift differential for each hour worked in the amount of five percent (5%) or the employee's hourly base rate of pay computed to the closest unit factor.

Night differential hours are from 11:00 P.M. to 7:00 A.M. and are paid an hourly shift differential for each hour worked in the amount of ten percent (10%) of the employee's hourly base rate of pay computed to the closest unit factor.

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17.5 Special Enforcement Detail (S.E.D.) TEAM

The parties agree to continue the practice agreed upon in the 1980-81 Memorandum of Understanding with the Association, wherein members of the S.E.D. team shall receive a monthly stipend to compensate for the unusual time and other demands placed upon them. That stipend shall be \$50.00/month for officers assigned on a month-to-month basis. Notwithstanding Government Code section 3300 et seq., the removal of any person from this assignment may be made without hearing, and shall not be considered a punitive act, as discretion for this assignment remains with the Sheriff.

On September 14, 1994, the parties agreed to increase by five (5) the number of officers eligible to receive the stipend from the original twelve (12) that were established in the 1980-81 Memorandum of Understanding to a new level of up to seventeen (17).

17.6 Bomb Handling

Parties agree that officers designated by the Sheriff to perform bomb handling duties shall receive a monthly stipend to compensate for the unusual time and other demands placed upon him/her. That stipend shall be one hundred dollars (\$100)/month for officers assigned on a month-to-month basis. Notwithstanding Government Code section 3300 et seq., the removal of any person from this assignment may be made without hearing, and shall not be considered a punitive act, as discretion for this assignment remains with the Sheriff.

17.7 Witness Pay - Dispatchers

The parties agree that time spent serving as a witness within the line of duty, or in a case related to a dispatcher's job, will be considered leave with pay.

Whenever any full time permanent dispatcher is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels his/her presence as a witness, unless he/she is a party or an expert witness, he/she shall be allowed the time necessary to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits any witness fees, except mileage, with the County Treasurer.

17.8 Jury Duty - Dispatchers

County agrees to continue to interpret County Code Section 2.44.080, Leave Of Absence With Pay For Jury Duty, as follows:

Time spent on jury duty will be considered as time worked for the day and the actual hours utilized will reduce the scheduled workday accordingly.

Employees will be granted jury duty time whether or not the hours of jury duty fall within his/her regular shift.



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It is not the intent of either party to change County Code Section 2.44.080, Leave Of Absence With Pay For Jury Duty. The intent of this Article is to clarify application.

17.9 Call Back/Call In

The County shall provide for the following:

Those employees who are called back by management after a work shift ends, and actually report for duty, shall be paid or earn compensating time off at the rate of time and one-half with a minimum of two hours paid time for each occurrence. This section does not apply to the extension of a work shift when an employee is given notice of the extension within a reasonable time before the regular shift ends.

If a employee, who was called back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous two hour minimum.

17.10 Consultation Standby - Dispatchers

Consultation standby shall be used to compensate those dispatchers who are frequently called at home after scheduled work hours by members of the public and other employees of the department, but are not actually required to return to work more than four (4) times per quarter. If a dispatcher is required to return more than four times in a quarter, then beginning the next quarter, the employee shall be placed on standby as found in Article 17.3.

Consultation standby shall be assigned by management in writing and shall be compensated at the rate of twenty-five dollars (\$25.00) per month or \$1.15 for each day of consultation standby.

Employees entitled to consultation standby shall not be eligible to receive regular standby pay during the same period of time.

17.11 Dive Team

The parties agree that members of the Dive Team shall receive a monthly stipend to compensate for the unusual time and other demands placed upon them. That stipend shall be \$50.00/month for officers assigned on a month-to-month basis. Notwithstanding Government Code section 3300 et seq., the removal of any person from this assignment may be made without hearing, and shall not be considered a punitive act, as discretion for this assignment remains with the Sheriff.

Parties agree that a combination of up to ten (10) Deputies and Sergeants are eligible to receive the stipend.

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18. UNIFORM PROVISIONS

18.1 Uniform Allowance - Non-Dispatchers

18.1.1 The parties agree to uniform allowance for uniform maintenance of forty-five dollars (\$45.00) per month only for the following classes of employees when they are requested to maintain a Department designated uniform:

1. Deputy Sheriff
2. Senior Deputy
3. Sheriff's Correctional Officer
4. Sheriff's Cadet
5. Sheriff's Property Officer
6. Sheriff's Senior Correctional Officer
7. Crime Prevention Officer

18.1.2 For all employees hired after January 1, 1988, County agrees to make a one time payment of five hundred dollars (\$500.00) for uniform purchases for the following classes of employees:

1. Deputy Sheriff
2. Sheriff's Cadet
3. Correctional Officer

18.1.3 Parties agree that Sheriff's Cadets and Sheriff's Correctional Officers receive their one-time payment upon entry into the academy and that employees hired as lateral transfers shall receive it upon hire as a Deputy Sheriff or Sheriff's Correctional Officer. Sheriff's Cadets promoted to Deputy Sheriff will not be eligible to receive a second payment.

18.2 Uniform Allowance - Dispatchers

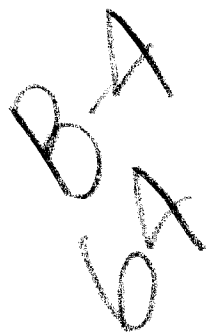
18.2.1 Dispatchers, Senior Dispatchers, and Supervising Dispatchers shall receive a uniform allowance for uniform maintenance of thirty-five dollars (\$35.00) per month when they are required to maintain a Department designated uniform.

18.2.2 For all dispatchers hired after July 1, 1991, County agrees to make a one time payment of three hundred dollars (\$300.00) for uniform purchases.

19. HEALTH AND SAFETY

19.1 Safety Committee

The parties agree to continue the special advisory safety committee for the Sheriff's Department composed of the Sheriff or his/her designated representative, General



Services Director or his/her designated representative, Safety and Claims Coordinator and a representative from the San Luis Obispo County Deputy Sheriffs' Association. It will be the responsibility of this special committee to receive employee input regarding safety matters, particularly vehicle safety, and make appropriate recommendations.

19.2 Body Armor

The County agrees to provide body armor for Sheriff's Deputies, provided it is worn in accordance with Department policy.

20. TRANSFERS AND INTERNAL AFFAIRS

The Sheriff's Department shall publish policies on the selection process for in-house transfers, and internal affairs investigations.

21. PAY ON PROMOTION - DISPATCHERS

The County agrees to continue the County Ordinance Code Section 2.48.030 to provide that any employee who is promoted to a classification with a higher pay range shall be placed on the step of the range allocated to the new classification which would grant such employee an increase in pay nearest to five percent (5%), but not less than four percent (4%), over the pay previously received by the employee, provided, however, the increase may exceed five percent (5%) at the discretion of the department head, if approved by the County Administrative Officer, and that such increase shall not exceed the top step of the range allocated to the new classification.

22. ANNUAL LEAVE

22.1 County Code Section 2.44.070, Holidays and Time Off, as amended by the Enterprise Financial System (EFS) negotiations, shall continue to provide:

The total number of annual leave days which may be accrued at any time during a calendar year shall not be limited; provided, however, the total number of annual leave days which the employee shall be entitled to carry over from one calendar year to the next, if he/she so desires, shall be limited to twelve (12) days of annual leave for non-dispatcher classes and thirteen (13) days of annual leave for dispatcher classes in addition to maximum allowable vacation days in any year.

23. HOLIDAY PAY DURING A PERIOD OF LEAVE

The parties agree that County Code Section 22.44.070(f), Holidays and Time Off, shall be deleted:

A permanent employee who has been granted a leave of absence pursuant to Section 2.44.040 of this code or is on sick leave pursuant to Section 2.44.060 of this code for all of the day immediately preceding a holiday and all of the day subsequent to the holiday shall not be entitled to holiday pay.

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24. LEAVE OF ABSENCE: MATERNAL BONDING

The County has amended the return from leave of absence concept contained in County Code Section 2.44.040(a), Leave of Absence Without Pay, by adding "adoption, for the purpose of maternal bonding." The County further agrees not to change this Code section without prior negotiations with DSA.

25. HOLIDAY LEAVE FOR PERMANENT PART-TIME EMPLOYEES

25.1 Non-Dispatchers

County Code Section 2.44.070, Holidays and Time Off, shall continue to provide:

- (k) Permanent part-time employees shall take holiday time on the same pro-rata basis as their part-time schedule bears to the full work schedule of their department.
- (1) Section 2.44.070 does not apply to temporary employees.

25.2 Dispatchers

The parties agree that the County may continue County Code Section 2.44.070, Holiday and Time Off, to add the following:

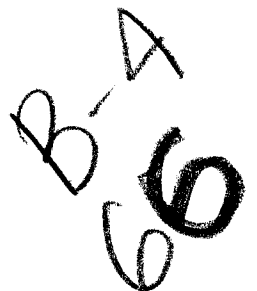
- (k) Permanent part-time employees shall take holiday time on the same pro-rata basis as their part-time allocated schedule bears to the full work schedule of their department.
- (1) Section 2.44.070 does not apply to temporary employees.

26. VACATION LEAVE

26.1 Non-Dispatchers - Vacation Leave for Permanent Part-Time Employees

County Code Section 2.44.050(a), Vacation, shall continue to provide: County and judicial district officers, deputies and employees, except temporary employees, shall be entitled to a vacation for each year of actual full-time service; provided that permanent part-time employees shall earn and use vacation allowances on the same pro-rata basis as their part-time schedule bears to the full-time work schedule of their department. Vacation time shall be accrued and taken in the manner provided in this section.

For purposes of benefit accrual, full-time service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065. Permanent part-time



employees shall earn time-in-service credits on the same pro-rata basis as their part-time allocated schedule bears to the full-time work schedules of their department.

26.2 Dispatchers - Vacation Leave for Permanent Part-Time Employees

The parties agree that the County may continue County Code Section 2.44.050(a), Vacation, as follows:

County and judicial district officers, deputies and employees, except temporary employees, shall be entitled to a vacation for each year of actual full-time service; provided that permanent part-time employees shall earn and use vacation allowances on an hour for hour accrual basis, up to a maximum of forty (40) hours worked in a week. Vacation time shall be accrued and taken in the manner provided in this section.

For purposes of benefit accrual, full-time service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065.

26.3 Non-Dispatchers

The County has amended Section 2.44.050, Vacations, to eliminate reference to employees hired prior to July 1, 1974.


26.4 Capping of Vacation Hours

26.4.1 The County amended Section 2.44.050, Vacations, to eliminate reference to employees hired prior to July 1, 1974.

26.4.2 On May 24, 2005 vacation accrual was capped at 280 hours with vacation hours already accrued over 280 hours being retained for use by the employee first until the accrued amount decreased to or below the 280 hour cap.

26.4.3 Upon adoption of this agreement parties agreed to increase the accrual vacation cap to 320 hours.

26.4.3.1 Parties agree that to a maximum of 320 hours, County will re-credit any hours that would have been accrued had the 280 vacation hour cap not been in effect prior to the effective date of this agreement. Also included in this balance are unused leave hours that were retained for future use in 26.4.3.



27. SICK LEAVE

27.1 Sick Leave for Permanent and Permanent Part-Time Non-Dispatcher Employees

County Code Section 2.44.060(a), Sick Leave, shall continue to provide:

All permanent employees shall accrue one (1) working day of sick leave at the rate of one (1) working day with pay for each month of service. Accrual of sick leave shall be limited to one hundred eighty (180) working days. Sick leave with pay shall only be granted upon the recommendation of the department head in case of bona fide illness or disability, including disability resulting from pregnancy of the employee, or in the event of illness or death of a relative of the first degree. Evidence may be required by the department head or the Board of Supervisors in the form of a physician's certificate or otherwise of the adequacy of the reason for any employee's absence during the time for which sick leave is or was requested. A full-time working day shall consist of eight (8) hours, or an amount proportional to part-time status.


Permanent part-time employees shall earn and use sick leave allowance on the same pro-rata basis as their part-time schedule bears to the full-time work schedule of their department.

For purposes of benefit accrual, service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065. Permanent part-time employees shall earn time in service credits on the same pro-rata basis as their part-time allocated schedule bears to the full-time work schedules of their department.

27.2 Sick Leave for Permanent and Permanent Part-Time Dispatcher Employees

The parties agree that the County may continue County Code Section 2.44.060(a), Sick Leave, as follows:

All permanent employees shall accrue one working day of sick leave at the rate of one working day with pay for each month of service. Accrual of sick leave shall be limited to one hundred eighty (180) working days. Sick leave with pay shall only be granted upon the recommendation of the department head in case of bona fide illness or disability, including disability resulting from pregnancy of the employee or in the event of illness or death of a relative of the first degree. Evidence may be required by the department head or the Board of Supervisors in the form of a physician's certificate or otherwise of the adequacy of the reason for any employee's absence during the time for which sick leave is or was requested. A full-time working day shall consist of eight



(8) hours, or an amount proportional to part-time status. Permanent part-time employees shall earn and use sick leave allowance on an hour for hour accrual basis, up to a maximum of forty (40) hours worked in a week. For purposes of benefit accrual, service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065.

27.3 Sick Leave Upon Termination - Dispatchers

27.3.1 For purposes of dispatcher classes, the parties agree to continue the following annual average rate of pay policy as contained in County Code Section 2.44.060(i)(3):

- (i)(3) The termination of an employee, other than those specified in subsection (i)(2) of this section, who has five (5) years or less service with the County as a permanent employee, shall abrogate all sick leave accumulated to the date of termination and the employee shall not be compensated in any way for such sick leave. Upon the termination of an employee who has worked more than five (5) years from the date of hire with the County as a permanent employee, such employee shall be entitled to receive payment for one-half ($\frac{1}{2}$) of his/her accrued sick leave to a maximum of one-half ($\frac{1}{2}$) of one hundred and eighty days at the employee's rate of pay as of the date of termination; provided that in the event of disciplinary suspension, or termination by dismissal or other disciplinary action, the employee shall not be entitled to any payment for any accrued sick leave.

27.3.2 Provided, however, the County may amend 2.44.060 to authorize the accrual of sick leave and the rate of pay for the sick leave payoff to be governed by a Board of Supervisors approved Memorandum of Understanding, thereby allowing implementation of Article 39.1 hereof. The County may also amend said section to allow for exchange of sick leave for vacation pay to be governed by a Board of Supervisors approved Memorandum of Understanding, thereby allowing for implementation of Article 39.1 below.



28. TEMPORARY EMPLOYMENT

County Code Section 2.48.080, Temporary Employment, shall continue to provide:

Temporary employment shall be authorized upon the submission of a written request by the department head to the Personnel Director, and approval of such request by the Personnel Director. The approval shall be obtained prior to the employment of the temporary personnel, provided that in emergencies the approval may be obtained by telephone communication. The approval shall be conditioned on the availability of appropriations in the departmental budget to cover the cost thereof. The Personnel Director shall determine the rate of compensation for the employment, which rate shall be consistent with the rates established in this chapter for comparable permanent employment.

29. HEALTH INSURANCE PAYMENTS - RETIREMENT

29.1 Health and Welfare Plan - Retiree Medical Insurance Premium

The County will cooperate with the DSA to the extent feasible to implement a medical assistance for retirees' plan that complies with all applicable laws, requirements, and Internal Revenue Service (IRS) guidance, including but not limited to the Internal Revenue Code and IRS Revenue Rulings.

As of the date of this agreement, the DSA's intent is to establish the RMIPSP as listed in the Memorandum of Understanding between the parties in their 1998-2003 MOU.

29.2 Sick Leave Payoff - Retiree Health Insurance

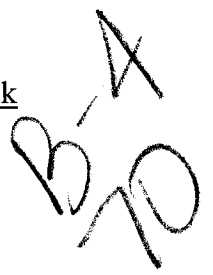
County agrees to establish a procedure by which employees who retire from County service can elect to have their sick leave payoff credited to an individual account from which payments for health insurance can be made. This election must be made prior to the date of termination.

Parties agree that County retains the right to design, amend, and administer the program. Options as to Medical plan selection shall be governed by the County.

This program is not intended to be; an interest earning savings plan, a deferred compensation program, an annuity program, or a tax sheltered program. The County does not guarantee any type of favorable tax treatment. Funds deposited in this program will not earn interest.

The County is not responsible for the tax treatment of these funds at the time of withdrawal, whether withdrawn in one large sum or in monthly installments.

It is not the intent of either party to change County Code Section 2.44.060(i)(2), Sick Leave. The guidelines for determining the amount of sick leave payoff remain unchanged.



30. MILEAGE

For the term of this agreement, employees shall be reimbursed at the maximum allowable exempt rate of reimbursement provided by the Internal Revenue Service for the authorized use of their private vehicle on County business.

31. CAREER INCENTIVE

31.1 A career incentive allowance shall be paid to eligible permanent full-time employees in the classifications of Sheriff's Senior Correctional Officer, Sheriff's Correctional Officer, Deputy Sheriff, Senior Deputy, . . . as follows:

31.1.1 A career incentive allowance in the amount of seventy-five dollars (\$75.00) shall be paid monthly for possession of a Peace Officers Standards and Training Intermediate Certificate or possession of an associate of arts or associate of science degree from an accredited two-year college in an approved field; or

31.1.2 A career incentive allowance in the amount of one hundred and fifty dollars (\$150.00) shall be paid monthly for possession of a Peace Officer Standards and Training Advanced Certificate or a bachelor of arts degree or a bachelor of science degree from an accredited four-year college in an approved field.

31.2 The parties agree to maintain County Code section 2.48.171(b).

31.2.1 A career incentive allowance shall be paid to eligible permanent full-time employees in the classifications of Sheriff's Senior Correctional Officer, Sheriff's Correctional Officer, Deputy Sheriff, Senior Deputy, . . . as follows:

31.2.1.1 Effective January 1, 1994 the continuing eligibility requirement for employees qualifying under 2.48.171(b)(1)(B) with possession of a Peace Officers Standards and Training Advanced Certificate or a bachelor of arts degree or a bachelor of science degree from an accredited four-year college in an approved field shall be waived.

31.2.1.2 Effective January 1, 1994, for Correctional Officers, Senior Correctional Officers, and Supervising Correctional Officers, with the possession of an associate of arts degree from an accredited two-year college in an approved field and nine (9) years of service as a Correctional Officer, Senior Correctional Officer or Supervising Correctional Officer with the County of San Luis Obispo, will be treated as having qualified for an advanced POST certificate. Said employees will receive an allowance in the amount of sixty-nine dollars and twenty-three cents that will be paid biweekly. The continuing eligibility requirement will be waived. The effective date for eligibility will be January 1 of the year after the completion of the eligibility requirement.

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31.3 The parties agree that the continuing eligibility requirement for all other candidates qualifying for the Career Incentive Program must be met by December 31st of each year. The Career Incentive Program will continue to be administered by the Career Incentive Committee which shall meet quarterly to consider applications.

32. BENEFIT RATE OF PAY

County Code Section 2.44.060(a)(1), Sick Leave, shall continue to provide:

For purposes of payment, total rate of pay shall be defined as salary determined by the step to which the employee is appointed in the salary range for the class to which the employee's position is assigned.

33. SAFETY EQUIPMENT ALLOWANCE

County Code Section 2.53.020(a), Allowance-Amounts, shall be amended to provide:

Each safety employee in the Sheriff's Department hired on or after August 10, 1973 shall receive from the County at the time when the employee is required to purchase the equipment listed in Section 2.53.010, an allowance of eight hundred dollars (\$800.00) for the purchase of the equipment.

34. INVESTIGATOR DIFFERENTIALS

Parties agreed that upon implementation of the Senior Deputy Classification, County had the right to delete County Code Section 2.48.171(a), Investigator Differential.

35. DEFERRED COMPENSATION PROGRAM

Unit members shall continue to be eligible to join the County's Deferred Compensation Plan. Said employees will be bound by the same Plan, rules and participation agreements as are generally applicable to other County employees. DSA acknowledges that County retains the right to alter, amend, or repeal the current plan, rules, and participation agreements, at any time.

Effective July 1, 1984, employees who belong or join the Plan shall pay no administration fee. Administration fee means only that fee which is assessed each member as a condition for participation in the Plan. Administration fee shall not mean any fee related to or incurred by reason of an individual participant's action with respect to his or her account. Specifically, administration fee shall not include any load charges, transfer charges, distribution charges, surrender charges, or other transaction charges.



36. HOLIDAYS

36.1 County Code Section 2.44.070, Holidays and Time Off, providing for the terms and conditions controlling use of paid holidays for all permanent and probationary employees of this Unit during the term of this Agreement shall be continued. The County's holidays for this Unit shall be:

1. January 1 (New Years Day);
2. The third Monday in January (Martin Luther King Day);
3. February 12 (Lincoln's Birthday);
4. The third Monday in February (Washington's Birthday);
5. The last Monday in May (Memorial Day);
6. July 4 (Independence Day);
7. First Monday in September (Labor Day);
8. The second Monday in October (Columbus Day);
9. November 11 (Veterans Day);
10. That day in November designated as Thanksgiving Day;
11. The Friday in November immediately following the day designated as Thanksgiving Day;
12. December 25 (Christmas Day);
13. All other days as may be proclaimed by the County's Board of Supervisors.

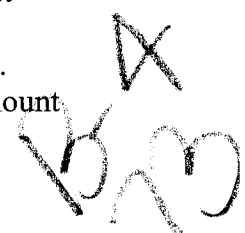
36.2 The parties agree that on May 24, 2005, the Board of Supervisors established a personal leave day (8 hours) for DSA represented employees in exchange for elimination of Admissions Day (September 9) as a paid holiday. The personal leave day will be allowed to be used at anytime during the current fiscal year and available personal leave will be displayed on individual employees leave statement. Only permanent status employees are eligible and permanent status part-time employees shall take personal leave on the same pro rata basis as their part-time schedule bears to the full work schedule of their department. This personal leave day cannot be accrued and will be lost unless utilized during the fiscal year.

37. PRODUCTIVITY

The parties recognize the need to economize in the face of shrinking fiscal resources available to the County. Because of this, the parties pledge their support and cooperation in an effort to increase productivity and efficiency during the life of this Agreement.

38. ASSOCIATION SECURITY-DUES DEDUCTION

38.1 The County agrees to continue automatic payroll deduction of DSA dues and additionally agrees to continue automatic deduction of DSA premiums which are not duplicative of or competitive with the County insurance plans for which the members of said unit are eligible. Such deduction shall become effective with the start of the first payroll period after receipt of the appropriate written and voluntary employee authorization form as developed mutually by the parties and signed by the employee. County further agrees to issue a monthly check, payable to the DSA, for the total amount of the individual deductions.



38.2 Association shall indemnify and save harmless the County of San Luis Obispo, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this article.

39. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS

39.1 Employees who have more than fourteen (14) years of service with the County as a permanent employee shall be entitled to exchange two hours of sick leave for one hour of vacation. The maximum number of hours that can be exchanged during a calendar year shall be eighty (80) sick leave hours for forty (40) vacation hours. Provided, however, such employees must maintain a minimum balance of thirty (30) days of sick leave, and shall only be permitted to exchange those sick leave hours over the required thirty day sick leave balance.

39.2 Except as otherwise specifically provided in this Article, the provisions of County Code Sections 2.44.050, Vacations, and 2.44.060, Sick Leave, shall govern all matters relating to vacation and sick leave, and in particular County Code Section 2.44.050(c) and 2.40.050(d), shall apply with respect to maximum carry over from one calendar year to the next.

40. MISCELLANEOUS DISPATCHER PROVISIONS

40.1 Sick Leave Accrual and Payoff - Dispatchers

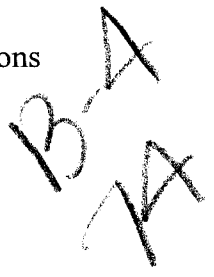
The County and DSA agree to continue the accrual and payoff policy for dispatcher classes as follows:

40.1.1. Accrual of sick leave shall be limited to two hundred and sixty (260) working days.

40.1.2. For those dispatcher employees entitled to be paid for their accumulated sick leave upon termination from County employment, they shall be entitled to receive payment in accordance with the following table:

<u>Accrued Sick Leave</u>	<u>Rate</u>
0-180 days	½ accrued sick leave at employees rate of pay
181-260 days	No sick payoff in exchange for County's agreement to lift the 180 day accrual limit for dispatchers, DSA agrees that there will be no sick leave payoff for time accrued in excess of 180 days.

40.1.3. Except as is otherwise specifically provided in this Article, the provisions of County Code Sections 2.44.050, Vacations, and 2.44.060, Sick Leave, shall govern all matters relating to vacation or sick leave for dispatchers.



40.2 Dispatcher Orientation

Parties agree that the County will not distribute DSA orientation materials to employees.

40.3 Diablo Emergency Response Plan

The parties agree that the January 14, 1986 Dispatcher Agreement concerning the Diablo Emergency Response Plan shall be in full force and effect.

40.4 Civil Service Commission Rules

Parties previously agreed to make a recommendation to the San Luis Obispo County Civil Service Commission that Civil Service Commission Rule 11.03, Duration of Probationary Periods, be amended as follows:

The probationary period for all classified positions shall be six calendar months of actual paid service commencing with the date of appointment, except that Deputy Sheriff and Dispatcher shall serve probationary periods of one year.

40.5 Transportation

Parties agree to continue County Code Section 2.84.011 on utilization of employee vehicles, as follows:

40.5.1 Employees now using County vehicles for work related travel may, at the discretion of appointing authorities, be required to use their own vehicles at agreed upon mileage reimbursement rates. It is not the intent of the County to cause employees to utilize their automobiles for other than personal transportation, except as is the current practice or in the event of an emergency.

40.5.2 It is not the intention of the County to require any employee now using a County vehicle on a regular and constant basis for job-related travel to use her/his private vehicle for substantially similar job-related travel.

40.5.3 The assignment, use and operation of assigned vehicles shall be in accordance with the policy set forth by the Sheriff.41. AUTOMATIC PAYROLL DEPOSIT

Direct deposit of County paychecks into a financial institution of the employee's choice will be required for all employees hired on or after May 24, 2005.

42. REOPENERS

42.1 Correctional Officers Retirement

As a limited exception to the "zipper" provision contained in Article 44, Full Understanding, Modification, Waiver, second paragraph, the parties agree that this Agreement may be reopened by either party solely on the issues of 3% @ 50 retirement



for correctional officers. A party so desiring to reopen on these limited issues must do so by serving written notice on the other party. Consistent with the limited re-opener procedure for distribution of the change in compensation provided for in section 6.3.4.9, if a party exercises its right to reopen on the sole issues of correctional officer retirement pursuant to this section and agreement of the parties is reached on these issues, the affected provisions of this Agreement shall be amended in accordance with Article 44, Full Understanding, Modification, Waiver. If impasse is reached in the negotiations of these issues, the County's Employee Relations Policy impasse procedure shall be used for resolution. Except for the possible amendment of this Agreement should the parties reach agreement after re-opener on the limited issue of correctional officer retirement, the application of the provisions of this section shall have no effect on the validity and continuing effect of each and every provision of this Agreement.

42.2 Dispatcher Retirement

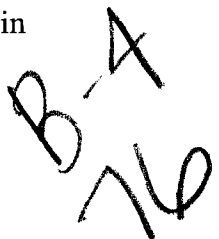
As a limited exception to the "zipper" provision contained in Article 44, Full Understanding, Modification, Waiver, second paragraph, the parties agree that this Agreement may be reopened by either party solely on the issues of 2% @ 50 or 2.7% @ 55 retirement for Dispatchers plan if the majority of "the comparable counties" identified in section 6.3.1 establishes a 2% @ 50 or a 2.7% @ 55 plan for dispatchers during the term of this agreement. A party so desiring to reopen on these limited issues must do so by serving written notice on the other party. Consistent with the limited re-opener procedure for distribution of the change in compensation provided for in section 6.3.4.9, if a party exercises its right to reopen on these sole issues of dispatcher retirement pursuant to this section and agreement of the parties is reached on these issues, the affected provisions of this Agreement shall be amended in accordance with Article 44, Full Understanding, Modification, Waiver. If impasse is reached in the negotiations of these issues, the County's Employee Relations Policy impasse procedure shall be used for resolution. Except for the possible amendment of this Agreement should the parties reach agreement after re-opener on the limited issues of dispatcher retirement, the application of the provisions of this section shall have no effect on the validity and continuing effect of each and every provision of this Agreement.

43. SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and existing except to the extent permitted by law and said provisions as may be declared so invalid shall be deemed severable from all other sections hereof; but all other provisions will continue in full force and effect.

44. FULL UNDERSTANDING, MODIFICATION, WAIVER

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.



Except as provided in Article 6, Salaries, and Article 42, Reopeners, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein or with respect to any other matters within the scope of negotiations during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the County and ratified by the membership of the Association.

The waiver of any breach of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Nothing contained herein shall limit the rights of the Deputy Sheriff's Association or represented employees as set forth in the Civil Service Commission Procedural Guidelines.

45. CONCERTED ACTIVITIES

45.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the County by the Association or by its officers, agents, or members during the term of this Agreement, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.

45.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the County by employees who are represented by the Association, the Association agrees in good faith to take reasonable steps to cause those employees to cease such action.

45.3 It is agreed and understood that any dispatcher violating this Article may be subject to discipline up to and including termination by the County.

46. IMPLEMENTATION AND EFFECT

46.1 This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until the Board of Supervisors acts formally to adopt this Memorandum of Understanding. The effective date of the individual elements of this Memorandum of Understanding shall be as expressly set forth herein or, if no such date is set forth, then on the date that the Board of Supervisors adopts this Memorandum of Understanding or on the date that the Board of Supervisors takes the following action if such action is necessary:

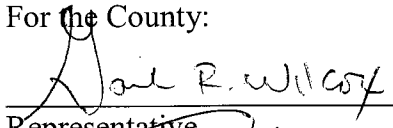
46.1.1 Enacts necessary amendments to all County Ordinances and Resolutions, where such is required by this Agreement.

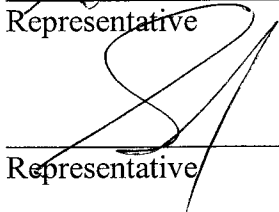
46.1.2 Acts to appropriate the necessary funds required to implement provisions of this Memorandum of Understanding which require funding.

46.1.3 Acts to amend all necessary contracts with providers of services which are affected by this Memorandum of Understanding.

47. SIGNATURE

For the County:


Representative


Representative

Representative

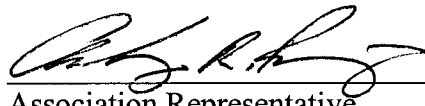
Representative

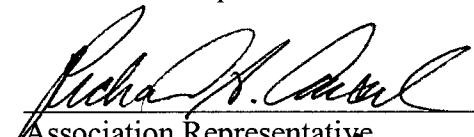
Representative

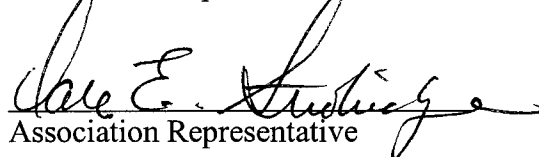
Dated: 1-27-2006

For the Association:


Association Representative


Association Representative


Association Representative

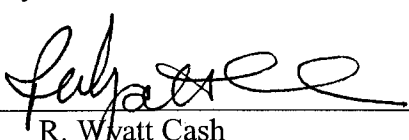

Association Representative

Association Representative

Dated: JANUARY 27, 2006

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: 
R. Wyatt Cash
Chief Deputy County Counsel

Dated: 1-27-06



EXAMPLE ONLY

RAC

Appendix A: Benchmark 12/01/97: Deputy Sheriff (PWF as utilized in 2006 and 2007)

<u>County</u>	<u>Salary</u>	<u>Ret%</u>	<u>Ret \$</u>	<u>Medical</u>	<u>Uniform</u>	<u>Career Incentive</u>	<u>Total Comp</u>
Marin	4595	Included in Med ¹		494.00	54.17	105.00	5248.17
Monterey	4188	7%	293.16	456.98	55.00	155.00	5148.14
Napa	4401	0%	0.00	408.36	54.16	162.50	5026.02
Santa Barbara	3864	Flat	158.00	25.87	60.42	260.00 ²	4668.29
Santa Cruz	4013	9%	361.17	487.46	0.00	166.00	5027.63
<hr/>							
Average							
					<u>Deduct 3% TC</u>		5023.65
					Adjusted Average		150.71
							4872.94
SLO (12/01/97)	3720	7%	260.40	325.00	45.00	150.00	4500.40
						TC Difference	372.54 or 8.28%
						Projected SLO TC	4872.94
<hr/>							
8.28% TC Increase Example (adjusted to salary only) ³							
Adj SLO 9.35%:	4068	7%	284.76	325.00	45.00	150.00	4872.76

¹ Marin medical and retirement contributions are combined as cafeteria plan (listed in medical).

² Santa Barbara career incentive based upon POST Advanced Certificate without 30 extra units.

³ Salary includes the retirement contribution.

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EXAMPLE ONLY

Appendix B: Benchmark 12/01/97: Deputy Sheriff (PWF as utilized in 2008)

<u>County</u>	<u>Salary</u>	<u>Ret%</u>	<u>Ret \$</u>	<u>Medical</u>	<u>Uniform</u>	<u>Career Incentive</u>	<u>Total Comp</u>
Marin	4595	Included in Med ¹		494.00	54.17	105.00	5248.17
Monterey	4188	7%	293.16	456.98	55.00	155.00	5148.14
Napa	4401	0%	0.00	408.36	54.16	162.50	5026.02
Santa Barbara	3864	Flat	158.00	25.87	60.42	260.00 ²	4668.29
Santa Cruz	4013	9%	361.17	487.46	0.00	166.00	5027.63
Average							
					<u>Deduct 1.5% TC</u>		5023.65
					<u>Adjusted Average</u>		75.35
							4948.30
SLO (12/01/97)	3920	7%	274.40	325.00	45.00	150.00	4714.40
						TC Difference	233.90 or 4.96%
						Projected SLO TC	4948.30
<u>4.96% TC Increase Example (adjusted to salary only)³</u>							
Adj SLO 5.57%:	4139.19	7%	289.74	325.00	45.00	150.00	4948.93
	(23.88 hr)						

¹ Marin medical and retirement contributions are combined as cafeteria plan (listed in medical).

² Santa Barbara career incentive based upon POST Advanced Certificate without 30 extra units.

³ Salary includes the retirement contribution.

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RAE

EXAMPLE ONLY

Appendix C: Benchmark 12/01/97: Deputy Sheriff (PWF as utilized in 2009)

<u>County</u>	<u>Salary</u>	<u>Ret%</u>	<u>Ret \$</u>	<u>Medical</u>	<u>Uniform</u>	<u>Career Incentive</u>	<u>Total Comp</u>
Marin	4595	Included in Med ¹		494.00	54.17	105.00	5248.17
Monterey	4188	7%	293.16	456.98	55.00	155.00	5148.14
Napa	4401	0%	0.00	408.36	54.16	162.50	5026.02
Santa Barbara	3864	Flat	158.00	25.87	60.42	260.00 ²	4668.29
Santa Cruz	4013	9%	361.17	487.46	0.00	166.00	5027.63
<hr/>							
Average							5023.65
SLO (12/01/97)	3920	7%	274.40	325.00	45.00	150.00	4714.40
						TC Difference	309.25 or 6.56%
						Projected SLO TC	5023.65
<hr/>							
<u>6.56% TC Increase Example (adjusted to salary only)³</u>							
Adj SLO 7.38%:	4210.26	7%	294.72	325.00	45.00	150.00	5024.98
	(24.29 hr)						

¹ Marin medical and retirement contributions are combined as cafeteria plan (listed in medical).

² Santa Barbara career incentive based upon POST Advanced Certificate without 30 extra units.

³ Salary includes the retirement contribution.

B. A.

IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

_____ day _____, 2006

PRESENT: Supervisors

ABSENT:

RESOLUTION NO.

RESOLUTION ESTABLISHING SALARIES AND BENEFITS FOR
CALENDAR YEARS 2005 AND 2006 FOR ALL EMPLOYEES DEFINED AND IDENTIFIED
AS TO CLASSIFICATION WITHIN THAT UNIT OF REPRESENTATION
ESTABLISHED AS THE SUPERVISORY LAW ENFORCEMENT UNIT, AND APPROVING
MEMORANDUM OF UNDERSTANDING FOR SAID UNIT

The following resolution is hereby offered and read:

WHEREAS, the County of San Luis Obispo Employee Relations Policy requires that under certain circumstances the Management Representative shall meet, confer and negotiate with representatives of an employee organization which has been granted exclusive formal recognition; and

WHEREAS, since on about September 10, 2003, the Management Representative has met and conferred and negotiated in good faith with the Supervisory Law Enforcement Unit, San Luis Obispo County Deputy Sheriffs' Association, concerning wages, hours and other conditions of employment as required by the Employee Relations Policy and has also negotiated with said Association as required by Section 2.48.180 of the San Luis Obispo County Code concerning prevailing wages or salaries; and

WHEREAS, on January 23, 2006, an agreement was reached by the Management Representative and the Supervisory Law Enforcement Unit, San Luis Obispo County Deputy Sheriffs' Association, concerning all Supervisory Law Enforcement Unit employees defined and identified as to classification within that unit of representation; and those parties thereafter jointly prepared and executed a written Memorandum of Understanding, a copy of which is attached hereto as Attachment "A"; and

WHEREAS, the County's Management Representative and the Supervisory Law Enforcement Unit, San Luis Obispo County Deputy Sheriffs' Association, have agreed and the Board of Supervisors of the County of San Luis Obispo finds that the Memorandum of Understanding is consistent with Section 2.48.180 of the San Luis Obispo County Code and constitutes a fair and reasonable method of determining the prevailing wages or salaries for those employees within the unit of representation for the same quality of service rendered to persons, governmental agencies, firms or corporations under similar employment insofar as prevailing salary or wages can be ascertained, and is consistent with the guiding principles set forth in the County's Employee Relations Policy; and

WHEREAS, the Management Representative has submitted reports and programs resulting from negotiations to the Board of Supervisors; and

WHEREAS, it is in the best interest of the County of San Luis Obispo that the Board of Supervisors implement the Memorandum of Understanding reached between the Management Representative and the Supervisory Law Enforcement Unit, San Luis Obispo County Deputy Sheriffs' Association, attached hereto as Attachment "A"; and

WHEREAS, pursuant to Section 2.48.090 of the San Luis Obispo County Code, the compensation of all officers and employees of the County of San Luis Obispo shall be regulated by resolution of the Board of Supervisors of said County.

NOW, THEREFORE BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California as follows:

1. That the recitals set forth above are true, correct, and valid; and
2. That amended salaries for Calendar Year 2005 for all employees, represented by the Supervisory Law Enforcement Unit, San Luis Obispo County Deputy Sheriffs' Association, are hereby established and effective the pay period that includes January 1,

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2005 in accordance with the San Luis Obispo County Table of Salary Ranges and Steps as set forth in Attachment "A", attached and incorporated herein by reference; and

3. That salaries for Calendar Year 2006 for all employees, represented by the Supervisory Law Enforcement Unit, San Luis Obispo County Deputy Sheriffs' Association, are hereby established and effective the pay period that includes January 1, 2006 in accordance with the San Luis Obispo County Table of Salary Ranges and Steps as set forth in Attachment "A", attached and incorporated herein by reference; and
4. That the Memorandum of Understanding attached hereto as Attachment "A" is hereby approved; and

Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted:

Chairman of the Board of Supervisors

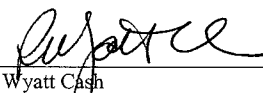
ATTEST:

Clerk, Board of Supervisors

BY: _____ Deputy Clerk

APPROVED TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel


By: Wyatt Cash
Chief Deputy County Counsel

Dated: 1-30-06

February 7, 2006

Handwritten initials and date:
B-A
23
2006